

NOTICE OF FILING

Details of Filing

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File Number: NSD830/2023
File Title: AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION v
BAKKEN HOLDINGS PTY LTD ACN 162 828 202 & ANOR
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Further Amended Statement of claim

No. NSD830 of 2023

Federal Court of Australia
District Registry: NSW
Division: Commercial and Corporations

Australian Securities and Investments Commission

Plaintiff

Bakken Holdings Pty Ltd (ACN 162 828 202)

First Defendant

Merrilyn Anne Mansfield

Second Defendant

A THE PARTIES

1. The Plaintiff, the Australian Securities and Investments Commission (**ASIC**) is a body corporate established by s.8 of the *Australian Securities and Investments Commission Act 2001* (Cth) (**ASIC Act**) and is entitled to sue in its corporate name.
2. The First Defendant, Bakken Holdings Pty Ltd ACN 162 828 202 (**Bakken**):
 - a. is a company that was validly incorporated on 14 March 2013 under the law of Australia;
 - b. is and was at all material times a corporation within the meaning of s.57A of the *Corporations Act 2001* (Cth) (**Corporations Act**);
 - c. is and was at all material times a 'body' within the meaning of s.9 of the *Corporations Act*;
 - d. is and was at all material times the trustee for the Brave Heart Trust (ABN 24 871 384 859); and
 - e. has since 7 July 2019 held the registered business name "Solve My Debt Now" and has traded a business, as trustee for the Brave Heart Trust, under that name since in or about early 2020 (**Solve My Debt**).

Filed on behalf of (name & role of party) Australian Securities and Investments Commission, Plaintiff
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Particulars

The business name “Solve My Debt Now” has registration number 634699479 and the registered business name holder is The Trustee for the Brave Heart Trust, which is Bakken.

3. The Second Defendant, Merrilyn Anne Mansfield (**Dr Mansfield**):
 - a. is a natural person resident in Australia;
 - b. is and has been a director of Bakken since 7 May 2020;
 - c. is and has been the owner of 50% of the ordinary shares issued in Bakken since ~~in~~ on or about 18 March 2021;
 - d. is and has been a Primary Beneficiary of the Brave Heart Trust since in or about March 2013; and
 - e. is and has at all material times been involved in the day to day management of Bakken and Solve My Debt.

3A The conduct alleged in this Further Amended Statement of Claim to have been engaged in by directors of, employees of, or contractors to, Bakken is conduct that was engaged in on behalf of, and accordingly by, Bakken.

Particulars

Section 12GH(2) of the ASIC Act and s.769B(1) of the Corporations Act.

B THE SOLVE MY DEBT ~~NOW~~ BUSINESS

B.1 Overview

4. During the period from 1 April 2020 to 30 June 2022 (**Relevant Period**), Bakken operated Solve My Debt.
5. During the Relevant Period, Bakken provided the following services to consumers of Solve My Debt (the services referred to in sub-paragraphs a – e below together, are collectively defined as the **Service**):
 - a. negotiating with a consumer’s creditor(s) for reduction or waiver of debt(s) owed by the consumer to their creditor(s);
 - b. negotiating with a consumer’s creditor(s) for a reduction, freezing or waiver of interest and fees payable on debt(s) owed by the consumer to their creditor(s);
 - c. negotiating with a consumer’s creditor(s) to agree payment arrangements by which a consumer could repay their debt(s) to their creditor(s);

- d. making payments on behalf of a consumer to their creditor(s) using funds Bakken received from the Regular Payments (defined below in paragraph 8.b) made by the consumer to Bakken (**Payment Service**); and
(the services referred to in sub-paragraphs a – d above are collectively defined as the **Negotiation Service**)
- e. an optional “Credit File Repair Service” by which Bakken sought the attempted correction, the correction, resolution or improvement of any pending or existing negative or incorrect credit record or credit related matter of a consumer.

Particulars

~~The Service was outlined in~~

- i. ~~The Service was outlined in~~ the Solve My Debt ~~Now~~ document titled “Agreement – Terms and Conditions” ~~(as amended from time to time)~~ (**Agreement**).
- ii. ~~and~~
- iii. ~~promotional material pleaded in paragraph 20, including in written and oral communications from Bakken to consumers and prospective consumers of Solve My Debt, further particulars of which will be provided after discovery.~~

5A. Bakken provided the Payment Service as follows:

- a. to consumers who agreed to use the Negotiation Service on or before 15 December 2021, until the end of the Relevant Period at the latest; and
- b. to those consumers who had made an enquiry about the Negotiation Service prior to 15 December 2021 and agreed to use the Negotiation Service on or before 9 February 2022, until the end of the Relevant Period at the latest.

Particulars

- i. From on or about 15 December 2021, Bakken ceased offering the Payment Service to consumers who had not previously made enquiries of Bakken about the Negotiation Service.
- ii. In the period from 15 December 2021 to 9 February 2022, Bakken continued to offer the Payment Service to consumers who had made enquiries and been provided with information about the Negotiation Service by Bakken prior to 15 December 2021.

- iii. Bakken ceased to offer the Payment Service to any new consumers on or about 9 February 2022;
- iv. From in or about March 2022, Bakken progressively phased out the provision of the Payment Service to all of its consumers; and
- v. Bakken ceased to provide the Payment Service to any consumer after 30 June 2022.

6. During the Relevant Period, Bakken:

- a. provided the Service to consumers on the terms contained in the Agreement;

Particulars

Agreement, clause 1.

- b. charged consumers fees and charges for the Service; and

Particulars

Bakken's fees and charges are pleaded in section B.6.

- c. carried on a business of providing the Service, which included the Payment Service.

6A. In the ordinary course of the Solve My Debt business during the period 1 April 2020 to 15 December 2021, Bakken did not offer potential consumers the option of engaging it to provide the services referred to in paragraphs 5(a) – (c) above without also utilising the Payment Service.

B.2 Consumers of Solve My Debt

7. Consumers of the Service were generally persons:

- a. in financial hardship;
- b. who had more debt than they were able to service; and/or
- c. who had defaulted or were about to default on credit facilities, such as personal loans and credit cards.

B.3 Payment Service

8. When a consumer engaged Bakken to provide the Negotiation Service:

- a. the consumer provided Bakken with the details of their debt(s), including the name of the creditor(s) and the amount owed by them to the creditor(s);

- b. Bakken calculated an identified amount of money to be paid by the consumer to Bakken on a regular basis – typically weekly, fortnightly or monthly – for an identified period of time, typically up to 5 years (**Regular Payment**);
- c. the consumer agreed to pay the Regular Payment to Bakken; and
- d. thereafter:
 - i. the consumer paid their Regular Payments by electronic payments including by direct debit from bank accounts or credit or debit cards;
 - ii. Bakken received the Regular Payment for the purpose of Bakken applying those funds to pay the consumer's creditor(s) in accordance with the Payment Service and to pay Bakken's fees and charges for the Service; and
 - iii. Bakken made payments to a consumer's creditor(s) by direct electronic bank transfers and/or BPay.

9. Consumers were required to commence making Regular Payments to Bakken upon agreeing to use the Service.

9A During the Relevant Period, Bakken did not provide consumers with a copy of the Agreement until:

- a. they had made the first of their Regular Payments to Bakken; and/or
- b. they had provided Bakken with the details of their bank account or credit card from which the Regular Payment would be paid, and Bakken had set up a direct debit or other automated payment process by which the Regular Payment would be made.

10. Consumers paid their Regular Payments for use in the Payment Service by electronic payments made by merchant settlement, PayPal or direct bank transfers into a Bendigo & Adelaide Bank Account ending 4471 or a Westpac Bank Account ending 4742 (the **Receiving Accounts**).

11. Bakken caused the Regular Payments to be transferred from the Receiving Accounts, into a Westpac Banking Account ending 5733 (**Operating Account**).

12. A consumer's Regular Payments were intermingled in the Receiving Accounts and the Operating Account with funds received from other consumers' Regular Payments.

13. Bakken used the Operating Account to:

- a. receive and make payments in respect of other businesses conducted by Bakken; and

- b. hold the Regular Payments received from consumers of Solve My Debt and make payments to the creditor(s) of those consumers.
14. Bakken did not isolate or hold separately the funds paid to Bakken by a consumer in excess of the amount that Bakken was entitled to at any time for its fees.
 15. The payments made by Bakken to a consumer's creditor(s) were paid by direct electronic bank transfers and/or BPay from the Operating Account.
 16. As part of the Payment Service, Bakken could make payments to more than one creditor of a consumer.

Particulars

Agreement, clause 3.

17. During the Relevant Period ~~all consumers who engaged Bakken to provide the Service~~ utilised the Payment Service was provided to consumers as set out in paragraph 5A above.
18. Bakken stopped providing the Payment Service on or about 30 June 2022, however, it continues to operate the Solve My Debt ~~Now~~ business.

B.4 Promotion of Solve My Debt ~~Now~~

19. Bakken maintains or causes to be maintained:
 - a. a website for the Solve My Debt ~~Now~~ business at <https://solvemydebtnow.com.au/> (**the Website**);
 - b. a 'channel' on the video sharing website YouTube.com under the name Solve My Debt Now, using the username @solvemydebtnow7049 (**the Channel**); and
 - c. a Facebook page under the name Solve My Debt Now at <https://www.facebook.com/solvemydebtnow/> (**the Facebook page**).

Particulars

As at the date of filing the Channel is publicly accessible at <https://www.youtube.com/@solvemydebtnow7049> and the Website and Facebook page are publicly accessible.

20. During the Relevant Period, Bakken promoted the Service, including the Payment Service, on:
 - a. the Website;

- b. the Channel;
 - c. the Facebook page;
 - d. in bulk email broadcasts to consumers and potential consumers;
 - e. in emails sent to consumers and potential consumers; and
 - f. in telephone calls to consumers and potential consumers.
21. Bakken incentivised consumers to leave positive written and video reviews of Solve My Debt on the Facebook page by offering to provide them with a gift voucher(s) in circumstances where:
- a. the consumers had the characteristics pleaded in paragraph 7;
 - b. Bakken publicly commented on each such review that it provided an incentive for reviews but that it did not have input into the content of reviews; and
 - c. Bakken's provision of the incentive(s) to consumers was conditional on the review being positive.

Particulars

Emails from Bakken to various consumers requesting positive reviews on Facebook.

Comments left by Solve My Debt on written and video reviews left by incentivised consumers on the Facebook page.

~~Further particulars will be provided following discovery.~~

- 21A. In or about July 2020, Bakken altered its settings for the Facebook page to block posts containing certain negative words, so that posts containing those negative words did not appear on the public Facebook page.

Particulars

The negative words included scam, unethical, poor, false, advertising, refund, buyer, beware, nothing, lying, lied, liar, refuse, refused, complain, complaint, afca, bakken, collector, rubbish, unprofessional, lies, horrible, terrible and awful.

22. Each of the Website, the videos published on the Channel and the contents of the Facebook page were intended by Bakken to be viewed by potential consumers of Solve My Debt.

23. During the Relevant Period, Bakken made the false and/or misleading representations to potential consumers of the Service pleaded in Section F.

B.5 Sales team and advocacy team

24. During the Relevant Period, the activities of Solve My Debt were carried out, in part, by a sales team and an advocacy team.

25. The activities of the sales team included:

- a. following up leads and enquiries from potential consumers;
- b. working to have those potential consumers agree to the provision of the Services by Bakken on the terms and conditions set out in the Agreement; ~~and~~
- c. calculating the Regular Payment to be made by a consumer to Bakken;
- d. sending the potential consumer an email in which the amount of the debt they sought assistance with was identified and the proposed amount of a Regular Payment and period over which it would be paid was set out (Quote Email);
- e. taking details of a consumer's bank account or credit card from which their Regular Payments would be paid, setting up a direct debit or other automated payment processes for the consumer to make the Regular Payments to Bakken; and

Particulars

Payment details were taken during telephone calls from the sales team to consumers, or received in writing from consumers in response to a written request.

- f. after the events referred to in paragraphs 9A(a) and/or (b) above, sending consumers the Solve My Debt application form, which included the Agreement.

26. Sales team members received:

- a. a commission based on the number of consumers they signed up to use the Service; ~~and~~
- b. in respect of those consumers the sales team member had signed up, a commission calculated as a proportion of a consumer's total debt in respect of which Bakken provided the Negotiation Service;
- c. in respect of those consumers the sales team member had signed up, a commission calculated as a proportion of any Negotiation Fee (as to which see paragraph 29.c below) payable by that consumer; and

- d. until at least 29 November 2021, entry tickets in weekly raffles conducted by Bakken with multiple monetary prizes of increasing value drawn throughout the week in question, where sales team members earned raffle tickets by reference to specific performance criteria, including the number and total debt of consumers they signed up to use the Service.

Particulars

~~Further particulars will be provided following discovery.~~

27. The commissions and raffles pleaded at paragraph 26 were not disclosed to consumers.
28. The activities of the advocacy team included:
- a. negotiating with a consumer's creditor(s) for reduction or waiver of debts owed by the consumer to their creditor(s);
 - b. negotiating with a consumer's creditor(s) for a reduction of, freezing of, or waiver of interest payable on debt(s) owed by the consumer to their creditor(s); and
 - c. negotiating with a consumer's creditor(s) to agree payment arrangements by which a consumer could repay their debt(s) to their creditor(s)
 - d. the "Credit File Repair Service" as pleaded in paragraph 5.e.

B.6 Fees

29. During the Relevant Period, Bakken charged consumers who utilised the Service the following fees:
- a. a \$1,500 'Setup fee' (**Setup Fee**);
 - b. an 'ongoing administration fee' calculated as 20% of the consumer's debt and ongoing outstanding fee amount (**Administration Fee**);
 - c. a 'Debt Negotiation' fee (if applicable) calculated as 25% of the amount of any reduction in the consumer's debt achieved by Bakken (**Negotiation Fee**);
 - d. a \$1,500 'Credit Repair' fee (if applicable) for each issue on the consumer's credit file pursued by Bakken (**Credit Repair Fee**);
 - e. a fee of \$25 payable on each occasion a consumer failed to make their Regular Payment to Bakken (if applicable) (**Default Fee**);
 - f. a fee of \$250 payable on each occasion a consumer wished to recommence the Service after failing to keep up with their Regular Payments (if applicable) (**Restart Fee**); and

- g. a fee of \$55 payable on each occasion a consumer sought information about the status of their debts, debt negotiations and payment arrangements
(Update Fee).

Particulars

Agreement, clauses 12, 15, 19 and the section titled
"Schedule of Fees".

30. Each of the Setup Fee, Administration Fee, ~~Debt~~ Negotiation Fee and Credit Repair Fee were non-refundable.

Particulars

Agreement, clauses 15, 18, 26 and 28.

30A. Bakken did not disclose the matters in paragraph 30 above to consumers prior to the consumer:

- a. making the first of their Regular Payments to Bakken; and/or
- b. providing Bakken with the details of their bank account or credit card from which the Regular Payment would be paid, and Bakken setting up a direct debit or other automated payment process by which the Regular Payment would be made.

Particulars

- i. Members of the sales team did not disclose these matters during telephone calls with consumers which occurred prior to sending the consumer a Quote Email.
- ii. Members of the sales team did not disclose these matters in the Quote Emails that they sent to consumers.
- iii. That each of the Setup Fee, Administration Fee, Negotiation Fee and Credit Repair Fee were non-refundable was disclosed in the Agreement.
- iv. ASIC repeats and relies upon the matters in paragraph 9A above.

30B. Bakken did not disclose the Default Fee, the Restart Fee and/or the Update Fee to consumers prior to the consumer:

- a. making the first of their Regular Payments to Bakken; and/or
- b. providing Bakken with the details of their bank account or credit card from which the Regular Payment would be paid, and Bakken setting up a direct debit or

other automated payment process by which the Regular Payment would be made.

Particulars

- i. ASIC repeats and relies upon particulars (i) and (ii) to paragraph 30A above.
- ii. ASIC repeats and relies upon the matters in paragraph 9A above.

31. The Restart Fee and the Update Fee:

- a. were not disclosed in the Agreement; and
- b. in the ordinary course, were not disclosed to consumers prior to them engaging Bakken to provide the Service.

32. Bakken represented to consumers that its fees were paid via the Regular Payments over the whole of the period in which Bakken would provide the Service to a consumer.

Particulars

In the ~~Sign-Up Quote Emails pleaded at paragraph 73~~ Sign-Up Quote Emails Bakken stated "Our fees will be paid to us ... overtime. We take a small portion of the above amount, and the rest goes to your debts."

Agreement, clause 12, clause 15 and the Schedule of Fees.

Statements made on the Website that Solve My Debt would "factor our fees into an affordable weekly or fortnightly repayment plan".

The Script as defined in paragraph 81A below included statements to the effect that Bakken's fees were slowly paid over the period during which Regular Payments were proposed to be made.

33. The Setup Fee and Administration Fee:

- a. were applied by Bakken immediately upon a consumer's commencement of use of the Service; and
- b. were included in the calculation of the Regular Payment as pleaded in 8.b.

34. In the event that a Negotiation Fee became payable, it was incorporated into the Regular Payment at or around the time the Negotiation Fee became payable, and the Regular Payment was reduced accordingly (if applicable).

35. For consumers charged the Default Fee or the Restart Fee, the fees were incorporated into the Regular Payment and the length of time that the Regular Payments were to be made was extended accordingly.
36. For a consumer charged the Update Fee, the fee was charged and required to be paid prior to Bakken providing the information requested by the consumer.
37. The amount of the Regular Payments made to Bakken by a consumer that were not otherwise paid to creditor(s) were applied to Bakken's fees, such that if no payments were being made to creditor(s), Bakken would apply the whole of the Regular Payment to its fees.

B.7 Engagement with creditor(s)

38. During the Relevant Period, in the ordinary course of its conduct of the Solve My Debt business, Bakken:
 - a. attempted to negotiate with creditor(s) of consumers of the Negotiation Service for:
 - i. a moratorium on actions by the creditor for a period during which the consumer was not required to make payments to the creditor **(payment holiday)**;
 - ii. a reduction of, a freeze of, and/or waiver of the obligation to pay any interest on the debt in question;
 - iii. a reduction or complete waiver of the debt in question; and/or
 - iv. a payment arrangement by which the consumer could repay the debt in question;
 - b. did not commence making payments to a creditor in accordance with the Payment Service in respect of a debt owed by the consumer to that creditor, until such time as Bakken had reached a negotiated agreement with that creditor;
 - ba. generally completed its negotiations with a consumer's creditor(s) within three to six months;
 - c. in circumstances where a creditor agreed to provide the consumer with a payment holiday:
 - i. Bakken did not make any payments to that creditor during the consumer's payment holiday; and

- ii. Bakken did not conduct any negotiations with that creditor until the end of the consumer's payment holiday; and/or
 - d. if requested, attempted to correct, resolve or improve pending or existing negative or incorrect credit records or credit related matters of a consumer.
- 39. As a consequence of the conduct pleaded in paragraphs 38.b and 38.c above, there were often periods of weeks or months during which Bakken received Regular Payments from a consumer but made no payments towards that consumer's creditor(s).
- 40. At or about the time that a consumer engaged Bakken to provide the Negotiation Service:
 - a. Bakken did not have actual knowledge of what, if any, payment arrangements and/or reductions or waivers of debt or interest that the creditor(s) of that consumer would accept in respect of that consumer's debts; and
 - b. Bakken therefore did not and could not know whether a consumer's Regular Payment (calculated as pleaded in paragraph 8.b) would be sufficient to discharge their debts with their creditor(s) and pay Bakken's fees and charges.
- 41. Bakken does not and has never had the unilateral power or ability to:
 - a. ensure that a consumer would avoid bankruptcy;
 - b. require a creditor of a consumer to grant a moratorium on enforcement actions by the creditor:
 - i. at the time that a consumer entered into an agreement with Bakken; ~~and/or~~
 - ii. in respect of all consumers; and/or
 - iii. in respect of all forms of credit for which Bakken provided the Negotiation Service;
 - c. require a creditor of a consumer to agree to a moratorium on payments due to the creditor;
 - d. require a creditor of a consumer to agree to a reduction or waiver of a consumer's debt owing to the creditor;
 - e. require a creditor of a consumer to agree to a reduction, freeze, or waiver of a consumer's obligation to pay any interest owing or accruing to the creditor; and/or

- f. cause the removal of an adverse entry on a consumer's credit file, regardless of its correctness.

B.8 Updates to consumers

42. Bakken's contractual terms for use of the Service by consumers provided, or purported to provide, that:

- a. consumers had no entitlement to information about Bakken's dealings with their creditor(s); and
- b. Bakken had the unilateral right to stop providing the Service and/or vary the fees and charges payable to it.

Particulars

Agreement, clauses 9, 14 and 22

43. Bakken provided consumers with generic, template based updates about Solve My Debt's processes.

Particulars

- i. Emails to consumers with a subject line including the word "update".
- ii. From at least July 2021, Bakken provided ten generic updates based on templates, commencing on the receipt of a consumer's application form and concluding approximately eight weeks from the time when Bakken assessed a consumer's application form to be correct.

~~Further particulars will be provided following discovery.~~

44. Bakken did not provide specific updates to consumers:

- a. about the status of negotiations with their creditor(s), apart from those instances where it provided an update after such negotiations had been concluded; or
- b. about the balance of their debts.

45. If a consumer requested a specific update, or an update beyond the generic updates pleaded in paragraph 43 above, Bakken charged the undisclosed Update Fee prior to and as a condition of providing such an update.

C PROVISION OF A FINANCIAL SERVICE

46. By reason of the matters pleaded in paragraphs 8 to 16 above, in the operation of the Payment Service:

- a. the Regular Payment; and
- b. the payments made by Bakken to a consumer's creditor(s),

were made otherwise than by the physical delivery of Australian or foreign currency in the form of notes and/or coins.

47. The Payment Service was:

- a. a facility through which a person made non-cash payments within the meaning of s.12BAA(1)(c) and s.12BAA(6) of the ASIC Act;
- b. a financial product within the meaning of s.12BAA(1)(c) of the ASIC Act;
- c. by operation of s.12BAB(1AA) of the ASIC Act, a financial service for the purposes of Part 2 Division 2 of the ASIC Act; and/or
- d. by operation of s.12BAB(1)(b) and (7)(b) of the ASIC Act, a financial product which Bakken was dealing in, and therefore providing a financial service for the purposes of Part 2 Division 2 of the ASIC Act.

48. By reason of the matters pleaded in paragraphs 5 to 17 and 46 to 47, by offering and providing the Payment Service Bakken provided a financial service for the purposes of Part 2 Division 2 of the ASIC Act.

49. Further, the Payment Service was:

- a. a facility through which a person made non-cash payments within the meaning of ss.763A, 762C and 763D of the Corporations Act;
- b. a financial product within the meaning of s.763A of the Corporations Act;
- c. by operation of ss.761A, 766A, 766C(1)(b) of the Corporations Act, a financial product which Bakken was dealing in, and therefore providing a financial service for the purposes of Chapter 7 of the Corporations Act.

50. By reason of the matters pleaded in paragraphs 5 to 17, and 46 and 49, by offering and providing the Payment Service, Bakken provided a financial service for the purposes of Chapter 7 of the Corporations Act.

D CONTRAVENTION OF S.911A OF THE CORPORATIONS ACT

51. By reason of the matters pleaded at paragraph 50 (including the paragraphs referred to therein), during the Relevant Period Bakken:

- a. was carrying on a business of dealing in a financial product within the meaning of s.761A of the Corporations Act and, therefore, was carrying on a financial services business for the purposes of Chapter 7 of the Corporations Act; and

- b. was required by operation of s.911A(1) of the Corporations Act to hold an Australian Financial Services licence covering the provision of the Payment Service.
52. Bakken did not and has never:
- a. held an Australian Financial Services licence covering the provision of the Payment Service; or
 - b. been an authorised representative of any person holding an Australian Financial Services licence which covered the provision of the Payment Service.
53. By reason of the matters pleaded at paragraph 52, during the period from 1 April 2020 to 30 June 2022, Bakken contravened s.911A(1) of the Corporations Act, and in so doing contravened s.911A(5B) of the Corporations Act.

E UNCONSCIONABLE CONDUCT IN CONTRAVENTION OF S.12CB OF THE ASIC ACT

E.1 Relevant Period Consumers

54. During the Relevant Period at least ~~978~~ 665 consumers engaged Bakken to provide the Negotiation Service (**Relevant Period Consumers**).

Particulars

The Relevant Period Consumers are identified in Schedule A to this Further Amended Statement of Claim.

55. During the Relevant Period, Bakken:
- aa. provided the Payment Service to each of the Relevant Period Consumers:
 - a. collected about ~~\$3,614,689.93~~ \$3,331,789 from ~~978~~ 665 of the Relevant Period Consumers in Regular Payments;
 - b. paid about ~~\$1,138,422~~ \$1,387,665 to the creditors of about ~~348~~ 368 of the Relevant Period Consumers;
 - c. made no payments to the creditors of about ~~297~~ 630 of the Relevant Period Consumers;
 - d. did not achieve any debt reduction for about ~~43~~ 46 percent of ~~665~~ 978 of the Relevant Period Consumers;

- e. obtained an aggregate reduction of their respective debts of less than 15 percent for about ~~29~~ 20 percent of ~~665,978~~ of the Relevant Period Consumers; and
- f. obtained a debt reduction that was equal to or greater than the fees charged by Bakken for only about ~~7.53~~ percent of ~~665,978~~ of the Relevant Period Consumers.

E.2 Bakken's conduct

56. In conducting the Solve My Debt business during the Relevant Period, in respect of the Relevant Period Consumers, Bakken engaged in a system of conduct or pattern of behaviour that had all or most of the features or characteristics pleaded in paragraphs 4 to 45.

E.3 System of Conduct or Pattern of Behaviour

57. The conduct pleaded at paragraph 56 (and the paragraphs referred to therein) above was:
- a. in trade or commerce;
 - b. in connection with the supply or possible supply of a financial service to a person as pleaded in paragraph 48; and
 - c. a system of conduct or pattern of behaviour for the purposes of s.12CB(4)(b) of the ASIC Act.

E.4 Circumstances of the Conduct

58. Bakken's conduct pleaded at paragraph 56 (and the paragraphs referred to therein) above occurred in the circumstances pleaded at paragraphs 59 to 70.
59. Solve My Debt provided the Service to consumers who, by reason of the characteristics pleaded at paragraph 7, were vulnerable or at a disadvantage as they were persons:
- a. whose financial situation required urgent attention; and/or
 - b. who were likely to suffer harm if there was delay or default in payments being made to their creditor(s).
60. Solve My Debt provided the Service to consumers in circumstances where it was aware, or alternatively ought reasonably to have been aware, of the consumers' vulnerability or disadvantage as pleaded in paragraph 59.

Particulars

Solve My Debt Now Application Form, sections titled “Reasons for financial difficulty”, “Details about your situation”.

Website page entitled “Avoid bankruptcy” undated.

Big or Small Loans Article pleaded in paragraph 108.

Website article entitled “Five signs you have a debt problem” published on or around 16 September 2019.

Website article entitled “How does Solve My Debt work and what will it cost me?” published on or around 11 November 2019.

Website article entitled “Is debt keeping you up at night” published on or around 21 April 2021.

Website article entitled “Starting your Solve My Debt Now journey” published on or around 13 April 2021.

Website article entitled “The faster road to becoming debt-free” published on or around 14 October 2019.

Website article entitled “You don’t have to be stuck in the payday small loan trap” published on or around 9 August 2021.

Video entitled “Is Debt Keeping You Up At Night” published on or around 21 April 2021.

Video entitled “How Solve My Debt Now starts your Debt Free Journey” published on or around 13 April 2021.

Document entitled “SMDN – How we negotiate with Banks and other credit providers” undated.

Comments left by consumers of Solve My Debt on the Website.

60A During the Relevant Period, up to about 50% of the Regular Payments which Bakken attempted to automatically process on a given day failed to result in a payment being made to Bakken.

61. Bakken’s staff were not provided with adequate training or oversight, including in relation to:

- a. training or instructions as to how to identify and interact with vulnerable consumers;
- b. training or instructions in respect of avoiding misrepresentations, unconscionable conduct, or pressure or unfair sales tactics; ~~and~~
- c. monitoring or review of their calls with consumers; and
- d. monitoring or review of their written communications with consumers.

Particulars

~~Further particulars will be provided following discovery.~~

- i. ASIC repeats and relies upon the matters referred to in paragraph 62 below.
- ii. Staff were not provided with any internal or external training regarding vulnerable consumers.
- iii. Staff were not provided with any internal or external training regarding avoiding misrepresentations, unconscionable conduct, or pressure or unfair sales tactics.
- iv. The sales manual introduced in or about May 2022 did not contain any information regarding vulnerable consumers or avoiding misrepresentations, unconscionable conduct, or pressure or unfair sales tactics.

62. Throughout the Relevant Period, Bakken did not:

- a. have any written training policies for new staff members apart from task specific checklists or documents;
- b. have any written policies in respect of identifying and dealing with vulnerable clients;
- c. have any written policies for supervising and reviewing the performance of Bakken's staff members; ~~and~~
- d. record ~~the~~ the sales team's calls with consumers. Telephone calls were only monitored to the extent that they might be overheard by other Bakken staff members and/or the directors of Bakken-;
- e. prior to 4 November 2020, have a written telephone script that was approved for use by members of the sales team for use with prospective Solve My Debt consumers;

- f. prior to in or about May 2022, have a sales manual for use by the sales team;
- g. include any information in the sales manual introduced in or about May 2022 for use by the sales team regarding vulnerable consumers or avoiding misrepresentations, unconscionable conduct, or pressure or unfair sales tactics;
- h. have any written policies which addressed avoiding misrepresentations, unconscionable conduct, or pressure or unfair sales tactics in communications with consumers;
- i. monitor or have a system of checking or reviewing the content of correspondence between staff and consumers; and
- j. to the extent that it produced policies in or about 2021 for the purpose of supporting its application for a credit licence, implement those within the Solve My Debt business.

Particulars

- i. The Second Defendant requested that members of the sales team write up the script for their telephone calls with consumers in the period 29 September 2020 – 6 October 2020.
- ii. The first written telephone script that was approved for use by members of the sales team with prospective Solve My Debt consumers was circulated to the sales team by the Second Defendant on 4 November 2021.
- iii. In or about March 2021, Bakken purchased template policies and amended such policies for the purpose of providing them in support of an application for a credit licence (the **Licence Policies**).
- iv. The Licence Policies were not implemented within the Solve My Debt business during the Relevant Period.
- v. The sales manual for the sales team was introduced in or about May 2022 and contained a telephone script and certain email templates.

~~Further particulars will be provided following discovery.~~

63. Bakken relied on:

- a. the prospect of consumers complaining and/or ceasing to use the Service as a safeguard against the sales team or other Solve My Debt representatives employing pressure sales tactics; and

- b. creditor(s) to notify Bakken if Bakken failed to make a payment to the creditor that was due under a payment arrangement in respect of a consumer's debt(s).
64. Bakken did not have systems (or adequate systems) in place to:
- a. record in a complete, up to date and easily accessible form, for each consumer:
 - i. the status of negotiations with the consumer's creditor(s);
 - ii. the amount of Regular Payments made by the consumer to Bakken;
 - iii. the amount of payments that had been made by Bakken to the consumer's creditor(s) in accordance with the Payment Service;
 - iv. the amount from the Regular Payments that had been applied to Bakken's fees;
 - v. the amount of any funds attributable to the consumer that had not been paid to the consumer's creditor(s) or applied to Bakken's fees; and/or
 - vi. payment arrangements entered into with the consumer's creditor(s);
 - b. prompt staff to follow-up or progress negotiations with a consumer's creditor(s);
 - c. ensure that payments were being made to a consumer's creditor(s) in accordance with payment arrangements that had been entered into with a consumer's creditor(s);
 - d. safeguard or hold separately the funds paid to Bakken by consumers in excess of the amount that Bakken was entitled to at any time for its fees; and/or
 - e. identify, action or record complaints.

Particulars

- i. Bakken utilised a manually updated spreadsheet referred to as the "IDA clients incoming and outgoings spreadsheet" (IDA Spreadsheet) to record:
 1. the total amount of Regular Payments paid by a consumer;
 2. the amount and frequency of a consumer's Regular Payment;

3. the identity of the creditor(s) and amount of the debts for which a consumer had engaged Bakken to provide the Negotiation Service;
 4. the total amount of debt for a consumer;
 5. the amount of each fee Bakken charged to a consumer, and the total of those fees;
 6. the total amount of fees Bakken charged to a consumer and their debts;
 7. the total amount of debt reductions achieved for a consumer;
 8. the total amount of fees Bakken charged to a consumer and their debts left to pay after deduction of debt reductions.
- ii. The payment arrangements entered into with a consumer's creditor(s) or the amounts paid to those creditors were not recorded in the IDA Spreadsheet;
 - iii. The record of Bakken's fees in the IDA Spreadsheet was of its total fees, and not of the fees calculated on a pro rata basis or otherwise paid in instalments over time;
 - iv. There was no system of checking whether payments to a consumer's creditor(s) had been made apart from Bakken using its electronic banking facility to check whether payments had been made from the Operating Account;
 - v. In order to identify the amount that had been paid to a consumer's creditor(s) or what (if any) amount was available from the Regular Payments that had been made by a consumer to pay towards a consumer's creditor(s), it was necessary to manually search the transactions conducted on the Operating Account for payments made to creditors in respect of that consumer. This remained the case until all past payment data was entered into the ProofPay system, which Bakken commenced using in approximately February 2021.
 - vi. ASIC repeats and relies upon the matters at paragraphs 13 and 14 above;
 - vii. Prior to in or about September 2021 when a manually updated spreadsheet was created for use by the advocacy team, Bakken relied upon individual members of the advocacy team searching

emails and creating task lists within the email program to identify the status of negotiations with a consumer's creditor(s) or to prompt them to follow-up or progress negotiations with a consumer's creditor(s):

- viii. Bakken did not have any written policy regarding the identification, actioning or recording of complaints from consumers about Bakken; and
- ix. Bakken did not maintain a complaints register, or other consolidated record of complaints from consumers about Bakken.

~~Further particulars will be provided following discovery.~~

- 65. By reason of the matters pleaded at paragraph 59, where Bakken did not make payments to a consumers creditor(s) as pleaded in paragraph 39, consumers suffered or were at risk of suffering harm in the form of one or more of the following:
 - a. an increase in the debt owed by a consumer to their creditor(s) by the application of interest and/or fees;
 - b. adverse entries being added to the credit file of a consumer; and/or
 - c. enforcement action being taken by a creditor of a consumer.
- 66. By reason of the matters pleaded at paragraphs 42 to 45, consumers:
 - a. had no way of knowing whether the Service was in fact being provided; and
 - b. could not (or could not easily) protect themselves from the consequences of Bakken not making payments to their creditor(s).
- 67. By reason of the matters pleaded in paragraphs 30 and 33:
 - a. upon commencement of use of the Negotiation Service, a consumer was in greater indebtedness than they were immediately prior to commencing use of the Negotiation Service;
 - b. the amount payable by a consumer to Bakken and to the creditor(s) in respect of which the Negotiation Service was to be provided would only be reduced below the amount of their indebtedness immediately prior to the commencement of their use of the Negotiation Service if Bakken achieved reductions in the consumer's debts equal to or greater than the Setup Fee, Administration Fee and any applicable Negotiation Fee; and
 - c. absent the circumstances in paragraph 67.b being achieved, if a consumer or Bakken terminated the Agreement, the consumer would be in greater

indebtedness than they were prior to their use of the Negotiation Service, and without the ongoing benefit of the Service or any part thereof.

68. By reason of the non-refundable Setup Fee and Administration Fee:
- a. if Bakken did not obtain a debt reduction equal to or greater than the total of the Setup Fee and Administration Fee, that consumer would, as a result of engaging Bakken to provide the Negotiation Service, have greater indebtedness than prior to engaging Bakken to provide the Negotiation Service;
 - b. if a consumer had total debts serviced by Bakken of up to \$7,500, a total debt reduction of at least 50% was required for a consumer to be better off after application of Bakken's fees;
 - c. if a consumer had total debts serviced by Bakken of more than \$7,500 and up to \$15,000, a total debt reduction of at least 40% was required for a consumer to be better off after application of Bakken's fees;
 - d. if a consumer had total debts serviced by Bakken of more than \$15,000 and less than \$24,000, a total debt reduction of at least 35% was required for a consumer to be better off after application of Bakken's fees;
 - e. if a consumer had total debts serviced by Bakken of between \$60,000 and \$800,000, a total debt reduction of at least 30% was required for a consumer to be better off after application of Bakken's fees.

Particulars

Details of the above calculations will be provided in evidence.

69. Prior to a consumer engaging Bakken to provide the Negotiation Service, in the ordinary course, Bakken did not disclose to consumers:
- a. that by reason of the non-refundable Setup Fee and Administration Fee, if Bakken did not obtain a debt reduction equal to or greater than the total of the Setup Fee and Administration Fee, that consumer would, as a result of engaging Bakken to provide the Negotiation Service, have greater indebtedness than prior to engaging Bakken to provide the Negotiation Service;
 - b. that by reason of the matters pleaded at paragraph 68, consumers may have greater indebtedness than prior to engaging Bakken to provide the Negotiation Service, if Bakken failed to achieve a certain level of debt reduction on a consumer's total debt; and/or

- c. the matters pleaded in paragraphs 12, 13, 14, 26, 29.f, 29.g, 37, 38.b, 38.c, 39, 40 and /or 41.

70. Prior to a consumer engaging Bakken to provide the Credit File Repair Service and/or prior to charging the consumer the non-refundable Credit File Repair fee, in the ordinary course, Bakken did not disclose to consumers that accurate adverse entries on their credit files could not be removed (or caused to be removed) by Bakken.

E.5 Contravention of s.12CB(1)

71. By reason of the matters pleaded in paragraphs 56 to 58 (and the paragraphs referred to therein):

- a. Bakken's conduct in respect of the Relevant Period Consumers was, in all the circumstances, unconscionable within the meaning of s.12CB(1) of the ASIC Act; and
- b. Bakken thereby contravened s.12CB(1) of the ASIC Act.

F FALSE AND/OR MISLEADING CONDUCT IN CONTRAVENTIONS S.12DB OF THE ASIC ACT

72. Bakken's conduct in the marketing and provision of the Service by the publications pleaded in paragraphs 73, 81A, 82, 84, 85, 95 to 97, 106 to 109, 118, 120, 122, 124, ~~134~~, 144, 153, 162, 163, 172, 173; and 183 ~~and 192~~ was:

- a. in trade and commerce; and
- b. in connection with the supply or possible supply of financial services to consumers within the meaning of s.12DB of the ASIC Act.

Particulars

The Service was marketed or provided alongside of the supply or possible supply of the Payment Service.

F.1 ~~Sign Up~~ Quote Emails

Cease Recovery Representation

73. In the period from on or about 30 ~~April~~ March 2020 to on or about ~~23 March~~ 9 February 2022, the Quote Emails that Bakken sent ~~emails~~ to potential consumers of the Negotiation Service ~~Solve My Debt business~~ which contained one of the following statements (~~Sign Up Emails~~):

We can assist with an Informal Debt Agreement ...

~~This option is not a Part 9 Debt Agreement. It therefore does not put a 5 year negative mark on your credit file.~~

As soon as you enter an Informal Debt Agreement your creditors must cease any recovery action.

or;

~~Informal Debt Agreement~~

As we spoke about, we can assist with an Solve My Debt Now Agreement ...

~~---~~

~~This option does not create any mark on your credit file.~~

As soon as you enter a Solve My Debt Now Agreement your creditors must cease any recovery action.

or:

We can assist with an Solve My Debt Now Agreement ...

~~---~~

As soon as you enter a Solve My Debt Now Agreement your creditors must cease any recovery action.

Particulars

The statements referred to above were part of pro forma language utilised in the Quote Email sent by members of the sales team to written communications by staff who liaised with potential consumers of the Negotiation Service Solve My Debt business during the period from on or about 30 April 2020 to on or about ~~23 March~~ 9 February 2022.

Further particulars of the Quote Emails are contained in Parts 1 and 2 of Schedule B to this Further Amended Statement of Claim.

74. The Informal Debt Agreement and/or the Solve My Debt ~~Now~~ Agreement referred to in the ~~Sign Up~~ Quote Emails was an agreement between Bakken trading as Solve My Debt and the potential consumer for use of the Service.
- 74A. During the Relevant Period, Bakken sent a Quote Email to all potential consumers of Solve My Debt who had provided Bakken with details about their financial position by telephone or electronically.

75. A consumer's entry into an agreement with Bakken for use of the Services:
- a. did not immediately or otherwise impose any requirement on creditor(s) of that consumer to cease any recovery action or otherwise impose a moratorium on taking steps in respect of their debt; and/or
 - b. invest Bakken with a power or ability to require creditor(s) to cease any recovery action against a consumer in respect of their debt or otherwise impose a moratorium on taking steps in respect of their debt.
76. The ~~Sign Up~~ Quote Emails did not state or otherwise disclose the matters pleaded in paragraph 75 above.
77. By making the statements pleaded at paragraph 73 and by failing to disclose the matters pleaded in 75 above, Bakken represented that as soon as a consumer entered into an agreement with Bakken for use of the Service, the consumer's creditor(s) were required to cease any recovery action or otherwise impose a moratorium on taking steps against the consumer in respect of their debts (**Cease Recovery Power**).
78. The representation pleaded at paragraph 77 was:
- a. with respect to a future matter for the purpose of s.12BB of the ASIC Act; and
 - b. by reason of the matters pleaded at paragraph 75, Bakken did not have reasonable grounds for making the representation.
79. Further or in the alternative to paragraph 78 above, the representation pleaded at paragraph 77 was false and/or misleading because of the fact of the matters pleaded at paragraph 75 (**No Cease Recovery Power**).
80. The representation pleaded at paragraph 77 was a representation that the Negotiation Service had particular performance characteristics or benefits.

Lack of Payments Representation

- 80A. In the period from on or about 21 September 2020 to on or about 12 December 2021, the Quote Emails that Bakken sent to potential consumers of the Negotiation Service contained one of the following statements:**

Once we have the agreement in place, we will use the funds you are paying us to pay your debts (so it is very important to keep up with your repayments).

or:

Once we have our agreement with you in place, we will use the funds you are paying us to pay your debts (so it is very important to keep up with your repayments to us).

Particulars

The statements referred to above were part of pro forma language utilised in the Quote Email sent by members of the sales team to potential consumers of the Negotiation Service during the period from on or about 21 September 2020 to on or about 12 December 2021.

ASIC repeats and relies upon paragraph 74A above.

Further particulars of the Quote Emails are contained in Part 1 of Schedule B to this Further Amended Statement of Claim.

80B. The agreement referred to in the statement referred to in paragraph 80A above was an agreement between Bakken trading as Solve My Debt and the potential consumer for use of the Service.

80C. The Quote Emails referred to in paragraph 80A above did not state or otherwise disclose that:

- a. by reason of the matters pleaded at paragraph 38.b, there may be a period of months during which a consumer makes payments to Bakken, but no payments would be made to their creditor(s) by Bakken; and/or
- b. by reason of the matters pleaded at paragraph 38.c above, if a consumer made payments to Bakken during a payment holiday, Bakken neither made any payments to the relevant creditor during the consumer's payment holiday nor conducted any negotiations with that creditor until the end of the consumer's payment holiday.

80D. By making the statements pleaded at paragraph 80A above and by failing to disclose the matters pleaded in paragraph 80C, Bakken represented that it made payments towards a consumer's debts at the same time that it engaged in negotiations with their creditor(s) **(Payments Were Made)**.

80E. The representation pleaded at paragraph 80D above was with respect to a future matter for the purpose of s.12BB of the ASIC Act.

80F. Bakken did not have reasonable grounds for making the representation pleaded at paragraph 80D above because:

- a. as pleaded at paragraph 38.b, Bakken often did not make payments to a consumer's creditor(s) until it reached a negotiated agreement with that consumer's creditor(s); and
- b. as pleaded at paragraph 38.c, Bakken often did not make any payments nor conduct any negotiations with a creditor that granted a payment holiday until that payment holiday ended.

(collectively, **Lack of Payments**).

80G. Further and in the alternative to paragraph 80F, the representation pleaded at paragraph 80D above was false and/or misleading because in fact there was a Lack of Payments.

80H. The representation pleaded at paragraph 80D above was a representation that the Payment Service:

- a. was of a particular standard, quality, value or grade; and/or
- b. had particular performance characteristics, uses or benefits.

Quote Email Contraventions

81. By reason of the matters pleaded at paragraphs 73 to ~~81~~80H, on each occasion that Bakken sent a Sign-Up Quote Email to a potential consumer in the period from on or about 30 ~~April~~ March 2020 until on or about 23 March 2022, Bakken contravened s.12DB(1)(e) of the ASIC Act.

F.1A Telephone Script

81A. From on or around 4 November 2020 to 11 December 2021, members of the sales team used a script approved by Bakken for calls with potential consumers of Solve My Debt about the Service (**Script**).

Particulars

The Script was contained in the document titled "SMDN new lead protocol" which the sales team was sent and directed to follow carefully on 4 November 2020 by the Second Defendant.

81B. The Script contained the following statement:

So with our process, as soon as you enter an Informal Debt Agreement your creditors must cease any debt recovery action which basically means that we will put all of your accounts on hold whilst we negotiate to try and free the interest and try reduce the debt down for you.

81C. The Informal Debt Agreement referred to in the Script was an agreement between Bakken trading as Solve My Debt and the potential consumer for use of the Service.

81D. A consumer's entry into an agreement with Bakken for use of the Services:

- a. did not immediately or otherwise impose any requirement on creditor(s) of that consumer to cease any recovery action or otherwise impose a moratorium on taking steps in respect of their debt; and/or
- b. did not invest Bakken with a power or ability to require creditor(s) to cease any recovery action against a consumer in respect of their debt or otherwise impose a moratorium on taking steps in respect of their debt.

81E. The Script did not state or otherwise disclose the matters pleaded in paragraph 81D above.

81F. By making the statement pleaded at paragraph 81B and by failing to disclose the matters pleaded in 81D above, Bakken represented that it had the Cease Recovery Power.

81G. The representation pleaded at paragraph 81F was:

- a. with respect to a future matter for the purpose of s.12BB of the ASIC Act; and
- b. by reason of the matters pleaded at paragraph 81D, Bakken did not have reasonable grounds for making the representation.

81H. Further or in the alternative to paragraph 81G above, the representation pleaded at paragraph 81F was false and/or misleading because Bakken had No Cease Recovery Power.

81I. The representation pleaded at paragraph 81F was a representation that the Service had particular performance characteristics or benefits.

81J. By reason of the matters pleaded at paragraphs 81A to 81I, on each occasion that a member of the sales team used the Script during a telephone call with a potential consumer in the period from on or about 4 November 2020 to 11 December 2021, Bakken contravened s.12DB(1)(e) of the ASIC Act.

Particulars

- i. The Script was for use by the sales team in initial telephone calls to consumers who had made an enquiry of Bakken about Solve My Debt.
- ii. The sales team was directed by Bakken to carefully follow the Script.

- iii. Further particulars of the potential consumers are contained in Schedule B to this Further Amended Statement of Claim.

F.2 Debt Consolidation Video, Article and Mailout

82. From on or about 10 February 2021 to 9 June 2022:
- a. Bakken published or caused to be published a video entitled “How our Solve My Debt Now solution is better than a debt consolidation loan” on the Channel (**Debt Consolidation Video**); and/or
 - b. Bakken published or caused to be published a link to the Debt Consolidation Video on the Website.

83. The Debt Consolidation Video included the statement:

Our Solve My Debt Now solution aims to get your current debts to zero in three years or less. So, how does it work? Well, you let us know the total amount of debt you owe right now, and what you earn per week. We then provide you with an affordable weekly or fortnightly payment that you pay to us. We then pay your debts for you at the same time as we work to reduce or waive your debts and reduce or waive your interest. (Debt Consolidation Statement)

Particulars

The statement commences at the 50 second mark of the Debt Consolidation Video and ends at the 1.17 minute mark.

84. From on or about 10 February 2021 to 6 February 2022, Bakken published or caused to be published an article on the Website entitled “How our Solve My Debt Now solution is better than a debt consolidation loan” (**Debt Consolidation Article**).
85. On or about 15 February 2021, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients an email mailout using the Mautic program entitled “How our Solve My Debt Now solution is better than a debt consolidation loan” (**Debt Consolidation Mailout**).

Particulars

~~Further particulars to be provided after discovery.~~

Further particulars of the recipients of the Debt Consolidation Mailout to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic

program are contained in Schedule C to this Further Amended Statement of Claim.

86. Each of the Debt Consolidation Article and the Debt Consolidation Mailout ~~included~~ contained a modified version of the Debt Consolidation Statement, as follows:

Our Solve My Debt now solution aims to get your current debts to zero in three years or less.

How does it work?

- *You let us know the total amount of debt you owe right now, and what you earn per week.*
- *We provide you with an affordable weekly or fortnightly payment that you pay to us.*
- *We then pay your debts for you at the same time as we work to reduce or waive your debts and reduce or waive your interest.*

87. ASIC repeats and relies upon the matters pleaded at paragraphs 38.b and 38.c.

88. None of the Debt Consolidation Video, the Debt Consolidation Article nor the Debt Consolidation Mailout stated or otherwise disclosed that:

- a. by reason of the matters pleaded at paragraph 38.b, there may be a period of months during which a consumer makes payments to Bakken, but no payments would be made to their creditor(s) by Bakken; and/or
- b. by reason of the matters pleaded at paragraph 38.c above, if a consumer made payments to Bakken during a payment holiday, Bakken neither made any payments to the relevant creditor during the consumer's payment holiday nor conducted any negotiations with that creditor until the end of the consumer's payment holiday.

89. By making the statements pleaded at paragraphs 83 and 86 and by failing to disclose the matters pleaded in paragraph 88, Bakken represented that Payments Were Made ~~it made payments towards a consumer's debts at the same time that it engaged in negotiations with their creditors~~ ~~(Payments Were Made)~~.

90. The representation pleaded at paragraph 89 was with respect to a future matter for the purpose of s.12BB of the ASIC Act.

91. Bakken did not have reasonable grounds for making the representation pleaded at paragraph 89 because there was a Lack of Payments.

~~a. as pleaded at paragraph 38.b, Bakken often did not make payments to a consumer's creditor(s) until it reached a negotiated agreement with that consumer's creditor(s); and~~

~~b. as pleaded at paragraph 38.c, Bakken often did not make any payments nor conduct any negotiations with a creditor that granted a payment holiday until that payment holiday ended,~~

~~(collectively, **Lack of Payments**).~~

92. Further and in the alternative to paragraph 91, the representation pleaded at paragraph 89 was false and/or misleading because in fact there was a Lack of Payments.
93. The representation pleaded at paragraph 89 was a representation that the Payment Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
94. By reason of the matters pleaded at paragraphs 82 to 93, Bakken separately contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of each of the Debt Consolidation Video, the Debt Consolidation Article and each email sent as part of the Debt Consolidation Mailout.

F.3 The Early 2021 Mailouts

95. On or about 15 March 2021, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients an email mailout using the Mautic program entitled "End of jobkeeper – what to do now?" (**Jobkeeper Mailout**).

Particulars

~~Further particulars to be provided after discovery.~~

Further particulars of the Jobkeeper Mailout to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule D to this Further Amended Statement of Claim.

96. On or about 19 April 2021, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients an email mailout using the Mautic program entitled "I would recommend Solve My Debt Now to absolutely anybody" (**Recommendation Mailout**).

Particulars

~~Further particulars to be provided after discovery~~

Further particulars of the Recommendation Mailout to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule E to this Further Amended Statement of Claim.

97. On or about 17 May 2021, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients an email mailout using the Mautic program entitled “Win back sleepless nights with solve my debt now” (**Sleepless Nights Mailout**).

Particulars

~~Further particulars to be provided after discovery~~

Further particulars of the Sleepless Nights Mailout to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule F to this Further Amended Statement of Claim.

98. Each of the Jobkeeper Mailout, the Recommendation Mailout and the Sleepless Nights Mailout stated:

We take over your debts and pay them on your behalf.

99. ASIC repeats and relies upon the matters pleaded at paragraphs 38.b and 38.c.
100. None of the Jobkeeper Mailout, the Recommendation Mailout nor the Sleepless Nights Mailout stated or otherwise disclosed the matters pleaded in paragraphs 88.a and/or 88.b.
101. By making the statement pleaded at paragraph 98 and by failing to disclose the matters pleaded in paragraph 100, Bakken represented that Payments Were Made.
102. The representation pleaded at paragraph 101 was:
- a. with respect to a future matter for the purpose of s.12BB of the ASIC Act; and
 - b. Bakken did not have reasonable grounds for making the representation because there was a Lack of Payments.

103. Further and in the alternative to paragraph 102, the representation pleaded paragraph 101 above was false and/or misleading because there was a Lack of Payments.
104. The representation pleaded at paragraph 101 was a representation that the Payment Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
105. By reason of the matters pleaded at paragraphs 95 to 104, on or about 15 March 2021 Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of each email sent as part of the Jobkeeper Mailout, the Recommendation Mailout and/or the Sleepless Nights Mailout.

F.4 The Late 2021 Articles and Mailouts

106. From on or about 9 August 2021 to 6 February 2022, Bakken published or caused to be published an article entitled “You don’t have to be stuck in the payday (small) loans trap” on the Website (**Loan Trap Article**).
107. On or about 18 August 2021, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients an email mailout using the Mautic program entitled “You don’t have to be stuck in the payday (small) loans trap” (**Loan Trap Mailout**).

Particulars

Further particulars of the Loan Trap Mailout to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule G to this Further Amended Statement of Claim.

108. From on or about 15 September 2021 to 6 February 2022, Bakken published or caused to be published on the Website an article entitled “Have big or small loans? We can help you become debt free” (**Big or Small Loans Article**).
109. On or about 16 September 2021, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients an email mailout using the Mautic program entitled “Have big or small loans? We can help you become debt free” (**Big or Small Loans Mailout**).

Particulars

Further particulars of the Big or Small Loans Mailout to the extent ASIC has been able to identify them in the absence of

discovery of data from or used by the Mautic program are contained in Schedule H to this Further Amended Statement of Claim.

~~Further particulars to be provided after discovery~~

110. Each of the Loan Trap Article, Loan Trap Mailout, Big or Small Loans Article and the Big or Small Loans Mailout stated:

At Solve My Debt Now, for a regular and affordable payment made to us, we take over your payday loans and other debts and pay them for you.

111. ASIC repeats and relies upon the matters pleaded at paragraphs 38.b and 38.c.
112. None of the Loan Trap Article, Loan Trap Mailout, Big or Small Loans Article or the Big or Small Loans Mailout stated or otherwise disclosed the matters pleaded in paragraphs 88.a and/or 88.b.
113. By making the statement pleaded at paragraph 110 and by failing to disclose the matters pleaded in 112 above, Bakken represented that Payments Were Made.
114. The representation pleaded at paragraph 113 was:
- a. with respect to a future matter for the purpose of s.12BB of the ASIC Act; and
 - b. Bakken did not have reasonable grounds for making the representation because there was a Lack of Payments.
115. Further and in the alternative to paragraph 114, the representation pleaded at paragraph 113 was false and/or misleading because there was a Lack of Payments.
116. The representation pleaded at paragraph 113 was a representation that the Payment Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
117. By reason of the matters pleaded at paragraphs 106 to 116, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of each of the Loan Trap Article and/or the Big or Small Loans Article and each email sent as part of the Loan Trap Mailout and the/or Big and Small Loans Mailout.

F.5 What is Insolvency Video and Article, the Stop Bankruptcy Article and the Fix Your Debt Article

118. From on or about 5 February 2020 and 9 June 2022~~7~~:

- a. Bakken published or caused to be published a video entitled “What is insolvency, what is bankruptcy” on the Channel (**What is Insolvency Video**).
- b. Bakken published or caused to be published a link to the What is Insolvency Video on the Website.

119. The What is Insolvency Video stated:

At Solve My Debt Now, our debt relief solution avoids bankruptcy, pays your entire debt down to zero in three years or less, stops your creditors calling, freezes interest, investigates whether your debt is valid, reduces your debt, and does not affect your credit file.

Particulars

The statement commences at the 1 minute 35 second mark of the ~~Debt Consolidation~~ What is Insolvency Video and ends at the 1 minute 53 second mark.

120. From on or about 5 February 2020 to 11 March 2022, Bakken published or caused to be published an article entitled “What is bankruptcy? What is insolvency?” on the Website (**What is Insolvency Article**).

121. The What is Insolvency Article stated:

Our solution:

- *Avoids Bankruptcy*
- *Reduces or freezes interest*
- *Reduces or waives your debt.*

122. From on or about 5 February 2020 to 6 February 2022, Bakken published or caused to be published an article entitled “How to get out of debt and stop going bankrupt” on the Website (**Stop Bankruptcy Article**).

123. The Stop Bankruptcy Article stated:

Our solution:

- *Avoids Bankruptcy*
- *Freezes interest*
- *Reduces your debt*

124. From on or about 5 February 2020 to 6 February 2022, Bakken published or caused to be published an article entitled “Fix your debt – Do you need help with debt?” on the Website (**Fix Your Debt Article**).

125. The Fix Your Debt Article stated:

Our debt fix debt consolidation solution:

- *Avoids Bankruptcy*
- *Freezes interest*
- *...*
- *Reduces your debt*

126. ASIC repeats and relies upon the matters pleaded at paragraph 41.

127. None of the What is Insolvency Video, What is Insolvency Article, the Stop Bankruptcy Article nor the Fix Your Debt Article stated or otherwise disclosed that, by reason of the matters pleaded at paragraph 41, Bakken:

- a. had no power to or was not otherwise able to ensure that a consumer would avoid bankruptcy; and/or
- b. had no power to or was not otherwise able to ensure that a consumer's debt and/or liability to pay interest would be reduced, waived or frozen.

128. By making the statements pleaded at paragraphs 119, 121, 123 and 125 and by failing to disclose the matters pleaded at paragraph 127, Bakken represented that it:

- a. had the power to or would otherwise be able to ensure that a consumer would avoid bankruptcy (**Avoid Bankruptcy Power**); and/or
- b. had the power to or would otherwise be able to ensure that a consumer's debt and/or liability to pay interest would be reduced, waived or frozen (**Interest or Debt Power**).

129. The representations pleaded at paragraph 128 were with respect to a future matter for the purpose of s.12BB of the ASIC Act.

130. Bakken did not have reasonable grounds for making the representation pleaded at paragraph 128 because it:

- a. did not have the power to or was not otherwise able to ensure that a consumer would avoid bankruptcy if they used the Service (**No Avoid Bankruptcy Power**); and/or
- b. did not:
 - i. have the power to or was not otherwise able to ensure that a consumer's debt and/or liability to pay interest would be reduced, waived or frozen; and

- ii. always achieve a reduction, waiver or freezing of the consumer's debt and/or interest,

(sub-paragraphs (b)(i)-(ii) are collectively referred to as the **No Interest or Debt Power**);

131. Further and in the alternative to paragraph 130, the representations pleaded at paragraph 128 were false and/or misleading because of the fact of the No Avoid Bankruptcy Power and/or the No Interest or Debt Power.
132. The representations pleaded at 128 were representations that the Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
133. By reason of the matters pleaded at paragraphs 118 to 132, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of each the What is Insolvency Video, What is Insolvency Article, the Stop Bankruptcy Article and the Fix Your Debt Article.

F.6 ~~Amended Stop Bankruptcy Article~~ [Not used.]

134. ~~From on or about 6 February 2022 until 9 June 2022, Bakken published or caused to be published on the Website an amended version of the article entitled "How to get out of debt and stop going bankrupt" (~~Amended Stop Bankruptcy Article~~).~~ [Not used.]
135. ~~The Amended Stop Bankruptcy Article stated:~~ [Not used.]
- ~~*Our debt relief solution:*~~
- ~~==~~
- ~~• ***Clears old black marks off your credit file***~~
136. ~~ASIC repeats and relies upon the matters pleaded at paragraph 41.f.~~ [Not used.]
137. ~~The Amended Stop Bankruptcy Article did not state or did not state or otherwise disclose that, by reason of the matters pleaded at paragraph 41.f, Bakken had no power to or was not otherwise able to ensure that adverse entries on a consumer's credit file would be removed.~~ [Not used.]
138. ~~By making the statement pleaded at 135 and by failing to disclose the matters pleaded at paragraph 137, Bakken represented that it had the power to or would otherwise be able to ensure that adverse entries on a consumer's credit file would be removed (~~Adverse Entry Removal Power~~).~~ [Not used.]

139. ~~The representation pleaded at paragraph 138 was with respect to a future matter for the purpose of s.12BB of the ASIC Act. [Not used.]~~
140. ~~Bakken did not have reasonable grounds for making the representation pleaded at paragraph 138 because it did not: [Not used.]~~
- a. ~~have the Adverse Entry Removal Power; and~~
 - b. ~~did not always achieve the removal of adverse entries on a consumer's credit file;~~
- ~~(sub-paragraphs (a) (b) are collectively referred to as the **No Removal Power**).~~
141. ~~Further and in the alternative to paragraph 140, the representation pleaded at paragraph 138 was false and/or misleading because of the fact of the No Removal Power. [Not used.]~~
142. ~~The representation pleaded at paragraph 138 was a representation that the Service: [Not used.]~~
- a. ~~was of a particular standard, quality, value or grade; and/or~~
 - b. ~~had particular performance characteristics, uses or benefits.~~
143. ~~By reason of the matters pleaded in paragraphs 134 to 142, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of the Amended Stop Bankruptcy Article. [Not used.]~~

F.7 Masterclass 2 Emails

144. At various times throughout the Relevant Period, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients' emails using the Mautic program entitled or constituting "Masterclass 2" (**Masterclass 2 Emails**).

Particulars

Email from Dr Mansfield to Emma Fedorowitsch dated 18 March 2021.

Email from Dr Mansfield to Blake Howarth dated 14 November 2021.

Email from Dr Mansfield to Rebecca Kostadinaska dated 17 November 2021.

~~Further particulars to be provided after discovery.~~

Further particulars of the Masterclass 2 Emails to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule I to this Further Amended Statement of Claim.

145. The Masterclass 2 Emails stated:

We clear your credit file of defaults, judgments, enquiries, and late repayment markers (if you need us to)

....

We ensure you don't go bankrupt (entering a Part 9 debt agreement is the same as going bankrupt)

146. ASIC repeats and relies upon the matters pleaded at paragraph 41.

147. The Masterclass 2 Emails did not state or otherwise disclose that, by reason of the matters pleaded at paragraph 41, Bakken:

- a. had No Avoid Bankruptcy Power; and
- b. did not:
 - i. have the power to or would otherwise be able to ensure that adverse entries on a consumer's credit file would be removed (**Adverse Entry Removal Power**); and
 - ii. did not always achieve the removal of adverse entries on a consumer's credit file.

(sub paragraphs (b)(i) and (b)(ii) are collectively referred to as the ~~had~~ **No Removal Power**).

148. By making the statement pleaded at paragraph 145 and by failing to disclose the matters pleaded in paragraph 147 above, Bakken represented that if a consumer used the Service, it:

- a. had the Avoid Bankruptcy Power; and
- b. had the Adverse Entry Removal Power.

149. The representations pleaded at 148:

- a. were with respect to a future matter for the purpose of s.12BB of the ASIC Act; and

- b. Bakken did not have reasonable grounds for making the representation pleaded at 148 because Bakken had No Avoid Bankruptcy Power and/or had No Removal Power.
150. Further and in the alternative to paragraph 149, the representations pleaded at paragraph 148 ~~was~~ were false and/or misleading because in fact Bakken had No Avoid Bankruptcy Power and/or had No Removal Power.
151. The representations pleaded at paragraph 148 were representations that the Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
152. By reason of the matters pleaded at paragraphs 144 to 151, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act on each occasion that the Masterclass 2 Emails were sent to potential consumers.

F.8 Masterclass 3 Emails

153. At various times throughout the Relevant Period, Bakken sent or caused to be sent to potential consumers whose details were recorded in a database of recipients ~~emails to potential consumers~~ using the Mautic program entitled or constituting "Masterclass 3" (**Masterclass 3 Emails**).

Particulars

Email from Dr Mansfield to Emma Fedorowitsch dated 19 March 2021

Email from Dr Mansfield to Petaia Lamafana dated 25 May 2021

~~Further particulars to be provided after discovery.~~

Further particulars of the Masterclass 3 Emails to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule J to this Further Amended Statement of Claim.

154. The Masterclass 3 Emails stated:
- It's different because you won't go bankrupt using our solution.*
155. ASIC repeats and relies upon the matters pleaded at paragraph 41.

156. The Masterclass 3 Emails did not state or otherwise disclose that, by reason of the matters pleaded at paragraph 41, Bakken had No Avoid Bankruptcy Power.
157. By making the statement pleaded at 154 and by failing to disclose the matters pleaded in paragraph 156, Bakken represented that it had the Avoid Bankruptcy Power.
158. The representation pleaded at 157:
- a. were with respect to a future matter for the purpose of s.12BB of the ASIC Act; and
 - b. Bakken did not have reasonable grounds for making the representation pleaded at 157 because Bakken had No Avoid Bankruptcy Power.
159. Further and in the alternative to paragraph 158 above, the representation pleaded at paragraph 157 was false and/or misleading because in fact Bakken had No Avoid Bankruptcy Power.
160. The representation pleaded at 157 was a representation that the Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
161. By reason of the matters pleaded at paragraphs 153 to 160, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act on each occasion that the Masterclass 3 Emails were sent to potential consumers.

F.9 COVID Video and COVID Article

162. From on or about 10 February 2021 to 9 June 2022:
- a. Bakken published or caused to be published a video entitled “A financial recovery from COVID” on the Channel (**COVID Video**).
 - b. Bakken published or caused to be published a link to the COVID Video on the Website.
163. From on or about 10 February 2021 to 6 February 2022, Bakken published or caused to be published on the Website an article entitled “A financial recovery from COVID” (**COVID Article**).
164. Each of the COVID Video and the COVID Article stated:
- We remove any black marks off your credit file.*
165. ASIC repeats and relies upon the matters pleaded at paragraph 41.f.

166. Neither the COVID Video nor the COVID Article stated or otherwise disclosed that, by reason of the matters pleaded at paragraph 41.f, Bakken had No Removal Power.
167. By making the statement pleaded at paragraph 164 and by failing to disclose the matters pleaded in paragraph 166, Bakken represented that it had the Adverse Entry Removal Power.
168. The representation pleaded at paragraph 167:
- a. was with respect to a future matter for the purpose of s.12BB of the ASIC Act; and
 - b. Bakken did not have reasonable grounds for making the representation pleaded at 167 because Bakken had No Removal Power.
169. Further and in the alternative to paragraph 168 above, the representation pleaded at paragraph 167 was false and/or misleading because in fact Bakken had No Removal Power.
170. The representation pleaded at paragraph 167 was a representation that the Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
171. By reason of the matters pleaded at paragraphs 162 to 170, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of each of the COVID Video and COVID Article.

F.10 Resetting Article and Resetting Video

172. From on or about 10 February 2021 to 9 June 2022, Bakken published or caused to be published an article on the Website titled “Resetting your Home Loan & Rate” (**Resetting Article**).
173. From on or about 10 February 2021 to 9 June 2022:
- a. Bakken published or caused to be published a video entitled “Resetting Your Home Loan & Rate” on the Channel (**Resetting Video**).
 - b. Bakken published or caused to be published a link to the Resetting Video on the Website.
174. Each of the Resetting Article and the Resetting Video stated:
- Our Solve My Debt Now solution works to reduce your debt and clear your credit file of black marks - to get you in the best position to be approved for a better loan. You simply pay us a regular affordable amount and we sit between you and*

your creditors to get your debt and interest reduced or waived at the same time as clearing your credit file of old negative black marks.

175. The word “old” (as appearing immediately above) was not used in the Resetting Article in the form that it was published prior to on or about 6 February 2022, but the statement was otherwise identical during the period pleaded at paragraph 174.
176. ASIC repeats and relies upon the matters pleaded at paragraph 41.
177. Neither the Resetting Article nor the Resetting Video stated or otherwise disclosed that, by reason of the matters pleaded at paragraph 41, Bakken:
 - a. had No Interest or Debt Power; and
 - b. had No Removal Power.
178. By making the statement pleaded at paragraph 174 above and by failing to disclose the matters pleaded at paragraph 177, Bakken represented that it:
 - a. had the Interest or Debt Power; and
 - b. had the Adverse Entry Removal Power.
179. The representations pleaded at paragraph 178:
 - a. were with respect to a future matter for the purpose of s.12BB of the ASIC Act; and
 - b. Bakken did not have reasonable grounds for making the representations pleaded at paragraph 178 because Bakken had No Interest or Debt Power and/or No Removal Power.
180. Further and in the alternative to paragraph 179, the representations pleaded at 178 were false and/or misleading because in fact Bakken:
 - a. had No Interest or Debt Power; and/or
 - b. had No Removal Power.
181. The representations pleaded at paragraph 178 were representations that the Service:
 - a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
182. By reason of the matters pleaded in paragraphs 172 to 181, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of each of the Resetting Article and Resetting Video.

F.11 Goal Setting Article

183. From on or about 15 November 2021 to 5 February 2022, Bakken published or caused to be published an article on the Website titled “Positive goal setting in a post-COVID-19 world” (**Goal Setting Article**).

184. The Goal Setting Article stated:

What does it cost to reduce my debt with Solve My Debt Now?

We love to be completely transparent with our clients, so you know exactly how our process works and what it costs.

The way we calculate our fees is your total outstanding debt amount (only debts you want us to work on of course!) plus 20% plus \$1500 case set up fee divided by weeks/fortnights of your 1–5-year payment plan with us (which is based on your affordability).

...

Once a debt reduction is achieved, we reduce your payment plan by that amount less 25% of the difference we made to your debt amount.

185. ASIC repeats and relies upon the matters pleaded at paragraphs 29 to 36.

186. The Goal Setting Article did not state or otherwise disclose that, by reason of the matters pleaded at paragraphs 29 to 36, Bakken may also charge consumers:

- a. the Credit Repair Fee;
- b. the Update Fee;
- c. the Restart Fee; and
- d. the Default Fee.

187. By making the statement pleaded at paragraph 184 and by failing to disclose the matters pleaded at paragraph 186, Bakken represented that:

- a. it was completely transparent about its fees; and
- b. the only fees charged to consumers would be the Setup Fee, the Administration Fee and the Negotiation Fee.

188. The representations pleaded at paragraph 187:

- a. were with respect to a future matter for the purpose of s.12BB of the ASIC Act; and

- b. Bakken did not have reasonable grounds for making the representation pleaded at paragraph 187 by reason of the facts pleaded in paragraphs 29 to 36.
189. Further and in the alternative to paragraph 188 above, each of the representations pleaded at 187 were false and/or misleading because of the facts pleaded in paragraphs 29 to 36 above.
190. The representations pleaded at paragraph 187 were representations that the Service:
- a. was of a particular standard, quality, value or grade; and/or
 - b. had particular performance characteristics, uses or benefits.
191. By reason of the matters pleaded in paragraphs 183 to 190, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of the Goal Setting Article.

F.12 ~~Amended Goal Setting Article~~ [Not used.]

192. ~~From on or about 6 February 2022 to 9 June 2022, Bakken published or caused to be published an amended version of the Goal Setting Article on the Website also entitled "Positive goal setting in a post COVID-19 world" (~~Amended Goal Setting Article~~). [Not used.]~~
193. ~~The Amended Goal Setting Article stated: [Not used.]~~
- ~~*What does it cost to reduce my debt with Solve My Debt Now?
We love to be completely transparent with our clients, so you know exactly how our process works and what it costs.
The way we calculate our fees is your total outstanding debt amount (only debts you want us to work on of course!) plus 20% plus \$1500 case set up fee divided by weeks/fortnights of your 1-5 year payment plan with us (which is based on your affordability).*~~
194. ~~ASIC repeats and relies upon the matters pleaded at paragraphs 29 to 36. [Not used.]~~
195. ~~The Amended Goal Setting Article did not state or otherwise disclose that, by reason of the matters pleaded at paragraphs 29 to 36, Bakken may also charge consumers: [Not used.]~~
- a. ~~the Negotiation Fee;~~
 - b. ~~the Credit Repair Fee;~~
 - c. ~~the Update Fee;~~

- d. ~~the Restart Fee; and~~
 - e. ~~the Default Fee.~~
196. ~~By making the statement pleaded at paragraph 193 and by failing to disclose the matters pleaded at 195 above, Bakken represented that: [Not used.]~~
- a. ~~it was completely transparent about its fees; and~~
 - b. ~~the only fees charged to consumers would be the Setup Fee and the Administration Fee.~~
197. ~~The representations pleaded at paragraph 196: [Not used.]~~
- a. ~~were with respect to a future matter for the purpose of s.12BB of the ASIC Act; and~~
 - b. ~~Bakken did not have reasonable grounds for making the representation pleaded at paragraph 196 by reason of the facts pleaded in paragraphs 29 to 36.~~
198. ~~Further and in the alternative to paragraph 197, each of the representations pleaded at paragraph 196 were false and/or misleading because of the facts pleaded in paragraphs 29 to 36. [Not used.]~~
199. ~~The representations pleaded at paragraph 196 were representations that the Service: [Not used.]~~
- a. ~~was of a particular standard, quality, value or grade; and/or~~
 - b. ~~had particular performance characteristics, uses or benefits.~~
200. ~~By reason of the matters pleaded in paragraphs 192 to 199, Bakken contravened s.12DB(1)(a) and or s.12DB(1)(e) of the ASIC Act by its publication of the Amended Goal Setting Article. [Not used.]~~

G INVOLVEMENT OF MERRILYN MANSFIELD IN CONTRAVENTIONS OF S.12DB OF THE ASIC ACT

201. Dr Mansfield was involved in the establishment of the Solve My Debt business.
202. During the Relevant Period, Dr Mansfield:
- a. is, or has held herself out as, the Chief Executive Officer of the business operated by Bakken under the name "Solve My Debt Now";
 - b. was involved in the day to day management of the Solve My Debt business;
 - c. supervised the Solve My Debt ~~Now~~ sales team;

- d. responded to complaints made by consumers to the Australian Financial Complaints Authority about Solve My Debt;
 - e. authored, authorised and/or caused the publication of marketing materials and content regarding the Solve My Debt business that was published to potential consumers of the Solve My Debt business:
 - i. on the Website;
 - ii. on the Channel; and/or
 - iii. by email mailouts.
 - f. authorised and directed the use of the Script by members of the sales team;
 - g. knew of the content of the Quote Emails;
 - h. approved the use of the template for the Quote Emails.
203. At all material times during the Relevant Period, Dr Mansfield knew of the matters pleaded in each of paragraphs 4, 5, 6, ~~6-8~~, 15 and 16.

Particulars

ASIC repeats and relies upon the matters pleaded in paragraphs 3, 201 and 202 above.

ASIC repeats and relies upon the particulars to paragraphs 207B, 207C and 207D below.

~~Further particulars to be provided after discovery.~~

Dr Mansfield was at all relevant times aware of the terms of the Agreement.

At all material times, Dr Mansfield had access to or was provided access to the IDA Spreadsheet.

204. Since about February 2020, Dr Mansfield:
- a. has been admitted as a solicitor in New South Wales;
 - b. has practised as a solicitor acting for persons with credit and debt problems;
 - c. has advocated for clients in respect of disputes with and matters involving credit providers;
 - d. has been involved in over 5,000 debt negotiations, including part and full waivers of debt based on irresponsible lending and other negotiations;

- e. has been deeply engaged with the consumer laws that relate to credit reporting and in advocating for a consumer's right to a correct credit report;
- f. has represented clients in credit related matters and proceedings before the Australian Financial Complaints Authority.

G.1 Knowledge of falsity of representations

205. By reason of the matters pleaded in paragraphs 3 and 201 to 204, throughout the Relevant Period and by no later than 23 March 2021 ~~13 August 2021~~, Dr Mansfield knew of the Lack of Payments.

Particulars

Email sent from Dr Mansfield to a Solve My Debt consumer, William Carison, dated 23 March 2021.

On or about 25 March 2021, Dr Mansfield wrote a template for updates to consumers which included the statement "*During this early phase, we make no payments on your behalf or minimal repayments...This means, in the early part of our process your debt amount, interest and fees may increase ...*"

Email sent from Dr Mansfield to a Solve My Debt consumer, James Callanan, dated 13 August 2021.

206. By reason of the matters pleaded in paragraphs 3 and 201 to 204, throughout the Relevant Period and by no later than 23 June 2020, Dr Mansfield knew that Bakken had No Removal Power.

Particulars

Email sent from Dr Mansfield to Thomas Hegarty, of Onsavii Partners, dated 23 June 2020.

Dr Mansfield's involvement in the initial writing of the Princeville Sales Manual and its revision on or about 14 July 2020.

207. By reason of the matters pleaded in paragraphs 3 and 201 to 204, throughout the Relevant Period and by no later than 17 July 2020, Dr Mansfield knew that Bakken had No Interest or Debt Power.

Particulars

Email from Dr Mansfield to Mr Hegarty dated 16 July 2020.

207A. By reason of the matters pleaded in paragraphs 3 and 201 to 204, throughout the Relevant Period and by no later than 24 September 2020 Dr Mansfield knew that Bakken had No Cease Recovery Power.

Particulars

On 24 September 2020, Dr Mansfield received an email from Laura Thorn which stated that while debt negotiation was being conducted, a consumer had a court judgment listed against it (in respect of proceedings commenced on 9 July 2020).

On 29 October 2020, Dr Mansfield received an email from Jacqueline House which stated that Ms House had received two default notifications since engaging Bakken.

G.1A Quote Emails

207B. Since at least 13 July 2020, Dr Mansfield was aware that the Quote Email was being used by members of the sales team.

Particulars

Email from Brielle McKinnon to Dr Mansfield dated 13 July 2020.

207C. On or about 6 November 2020, Dr Mansfield approved the use of a template of the Quote Email for use by members of the sales team.

Particulars

Email from Dr Mansfield to Brielle McKinnon dated 6 November 2020.

G.1B Telephone Script

207D. On 4 November 2020, Dr Mansfield approved the Script and directed that members of the sales team follow it carefully.

Particulars

Email from Dr Mansfield to members of the sales team dated 4 November 2020 attaching the document titled "SMDN new lead protocol".

G.1C Debt Consolidation Video

207E. On 4 February 2021, Dr Mansfield provided Rose of Franklin Marketing with the script to be used by Rose in the filming of the Debt Consolidation Video.

Particulars

Email from Dr Mansfield to Rose of Franklin Marketing dated 4 February 2021 and attached script.

207F. The script referred to in the abovementioned email contained the words pleaded at paragraph 83 above.

Particulars

Email from Dr Mansfield to Rose of Franklin Marketing dated 4 February 2021 and attached script.

207G. On 8 February 2021, Rose of Franklin Marketing provided a link to the Debt Consolidation Video to Dr Mansfield.

Particulars

Email from Rose of Franklin Marketing to Dr Mansfield dated 8 February 2021.

G.1D COVID Video

207H. On 2 January 2021, Dr Mansfield provided a draft script for the COVID Video to Garry Harris of Onsavvii Partners.

Particulars

Email from Dr Mansfield to Mr Harris of Onsavvii Partners dated 2 January 2021 and attached script.

207I. On 4 January 2021, Dr Mansfield provided Rose of Franklin Marketing with the script to be used by Rose in the filming of the COVID Video.

Particulars

Email from Dr Mansfield to Rose of Franklin Marketing dated 4 February 2021 and attached script.

207J. The scripts attached to the emails at paragraphs 207H and 207I above each contained the words pleaded at paragraph 164 above.

G.1E Resetting Video

207K. On 4 January 2021, Dr Mansfield provided Rose of Franklin Marketing with the script to be used by Rose in the filming of the Resetting Video.

Particulars

Email from Dr Mansfield to Rose of Franklin Marketing dated 4 January 2021 and attached script.

207L. The script referred to in the abovementioned email contained the words pleaded at paragraph 174 above.

Particulars

Email from Dr Mansfield to Rose of Franklin Marketing dated 4 January 2021 and attached script.

G.2 Big or Small Loan Article

208. On 15 September 2021:

- a. Dr Mansfield provided Onsavii Partners with the text to be used in the Big or Small Loan Article; and
- b. Onsavii Partners effected its publication on the Website.

Particulars

Email from Dr Mansfield to Mr Thomas Hegarty and Garry Harris of Onsavii Partners at 3.47pm on 15 September 2021.

Email from Mr Harris to Dr Mansfield at 3.56pm on 15 September 2021.

209. The Big or Small Loan Article, as it appeared on the Website, stated that Dr Mansfield was the author of the article.

G.3 Big or Small Loan Mailout

210. On 16 September 2021, Dr Mansfield sent emails to Mr Hegarty authorising Mr Hegarty to send the Big or Small Loan Mailout.

Particulars

Emails of Dr Mansfield to Mr Hegarty dated 16 September 2021.

211. The Big or Small Loan Mailout was described as being from Dr Mansfield.

Particulars

The Big or Small Loan Mailout concluded with the words “Kind Regards, Dr Merrilyn Mansfield” and provided Dr Mansfield’s contact details.

Further particulars of the Big or Small Loans Mailout to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule H to this Further Amended Statement of Claim.

G.4 Loan Trap Mailout

212. On 8 August 2021, Dr Mansfield sent Onsavii Partners the text of “her next blog” to be used in the Loan Trap Mailout.

Particulars

Email of Dr Mansfield to Mr Hegarty dated 8 August 2021.

213. On 9 August 2021, Dr Mansfield sent an email to Mr Hegarty authorising Mr Hegarty to send the Loan Trap Mailout.

Particulars

Email of Dr Mansfield to Mr Hegarty dated 9 August 2021.

214. The Loan Trap Mailout was described as being from Dr Mansfield.

Particulars

The Loan Trap Mailout concluded with Dr Mansfield’s signature.

Further particulars of the Loan Trap Mailout to the extent ASIC has been able to identify them in the absence of discovery of data from or used by the Mautic program are contained in Schedule G to this Further Amended Statement of Claim.

G.5 Amended Stop Bankruptcy Article

215. On 6 February 2022, Dr Mansfield sent an email to Mr Hegarty and Garry Harris (also of Onsavii Partners) providing the text to be used in the Amended Stop Bankruptcy Article and instructing them to publish it as early as possible.

Particulars

Emails of Dr Mansfield to Mr Hegarty and Mr Harris dated 6 February 2022.

G.6 Masterclass 2 Email

216. On 16 July 2020, Dr Mansfield sent an email to Mr Hegarty and Mr Harris providing the text to be used in the Masterclass 2 Email.

Particulars

Email from Dr Mansfield to Mr Hegarty and Mr Harris dated 16 July 2020.

217. ~~On 18 March 2021, 14 November 2021 and 17 November 2021, the Masterclass 2 Email was sent to potential consumers. The said emails Masterclass 2 Emails were sent from or purported to be sent from Dr Mansfield's email address and signed-off by Dr Mansfield.~~

Particulars

Email from Dr Mansfield to Emma Fedorowitsch dated 18 March 2021.

Email from Dr Mansfield to Blake Howarth dated 14 November 2021.

Email from Dr Mansfield to Rebecca Kostadinaska dated 17 November 2021.

~~Further particulars to be provided after discovery.~~

Further particulars of the Masterclass 2 Emails are contained in Schedule I to this Further Amended Statement of Claim.

G.7 Masterclass 3 Email

218. On 19 July 2020, Dr Mansfield sent an email to Mr Hegarty and Mr Harris providing the text to be used in the Masterclass 3 Email.

Particulars

Email from Dr Mansfield to Mr Hegarty and Mr Harris dated 19 July 2020.

219. ~~On 19 March 2021 and 25 May 2021, the Masterclass 3 Emails~~ was were sent to potential consumers and were sent from or purported to be sent from Dr Mansfield's email address and signed-off by Dr Mansfield.

Particulars

Email from Dr Mansfield to Emma Fedorowitsch dated 19 March 2021.

Email from Dr Mansfield to Petaia Iamafana dated 25 May 2021.

~~Further particulars to be provided after discovery.~~

Further particulars of the Masterclass 3 Emails are contained in Schedule J to this Further Amended Statement of Claim.

G.8 COVID Article

220. On 1 February 2021, Dr Mansfield sent an email to Mr Hegarty and Mr Harris providing the text to be used in the COVID Article.

Particulars

Email from Dr Mansfield to Mr Hegarty and Mr Harris dated 1 February 2021.

G.9 Resetting Article

221. On 1 February 2021, Dr Mansfield sent an email to Mr Hegarty and Mr Harris providing the text to be used in the Resetting Article.

Particulars

Email from Dr Mansfield to Mr Hegarty and Mr Harris dated 1 February 2021.

222. By reason of the matters pleaded at paragraphs 201 to 221, Dr Mansfield:
- a. was involved in each of the contraventions of the ASIC Act referred to in paragraph 81 (in respect of the Quote Emails), paragraph 81J (in respect of the Script), paragraph 94 (in respect of the Debt Consolidation Video), paragraph 117 (in respect of the Big or Small Loans Article, the Big or Small Loans Mailout and the Loan Trap Mailout only), ~~paragraph 143,~~ paragraph 152, paragraph 161, paragraph 171 (in respect of the ~~Covid~~ COVID Article ~~only~~ and the COVID Video) and paragraph 182 (in respect of the

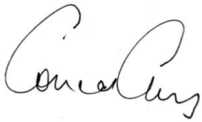
Resetting Article only and the Resetting Video) within the meaning of s.79(c) of the Corporations Act; and

- b. by operation of s.5(2)(b) and s.12GBCL of the ASIC Act, contravened s.12DB(1) of the ASIC Act on each occasion referred to immediately above.

H RELIEF

223. ASIC seeks the relief set out in the Originating Application.

Date: 21 August 2024



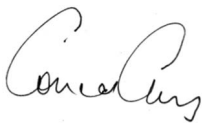
.....
Signed by Conrad Gray
Lawyer for the Plaintiff

This pleading was prepared by G Walker SC, S Heidenreich and D Southwood.

Certificate of lawyer

I Conrad Gray certify to the Court that, in relation to the statement of claim filed on behalf of the Plaintiff, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 21 August 2024



.....
Signed by Conrad Gray
Lawyer for the Plaintiff

Schedule A – Relevant Period Consumers

No.	Consumer
1	[REDACTED]
2	[REDACTED]
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4	[REDACTED]
5	[REDACTED]
6	[REDACTED]
7	[REDACTED]
8	[REDACTED]
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Schedule B – Quote Emails

The 'potential consumers' for the purposes of the particulars at paragraph 81J of the Further Amended Statement of Claim are the email addresses listed in Parts 1 and 2 who were sent emails after 4 November 2020.

Part 1

Quote Emails sent by help@solve.mydebt.now.com.au

No.	Consumer Email	Date	Document ID
1	[REDACTED]	15/04/2020	BAH.0008.0015.6566
2	[REDACTED]	02/05/2020	BAH.0008.0011.8146
3	[REDACTED]	06/05/2020	BAH.0008.0012.0388
4	[REDACTED]	10/05/2020	BAH.0008.0012.1531
5	[REDACTED]	13/05/2020	BAH.0008.0012.3501
6	[REDACTED]	15/05/2020	BAH.0008.0012.5795
7	[REDACTED]	15/05/2020	BAH.0008.0012.5238
8	[REDACTED]	18/05/2020	BAH.0008.0012.7344
9	[REDACTED]	20/05/2020	BAH.0008.0012.8170
10	[REDACTED]	21/05/2020	BAH.0008.0013.0604
11	[REDACTED]	25/05/2020	BAH.0008.0013.3657
12	[REDACTED]	25/05/2020	BAH.0008.0013.3430
13	[REDACTED]	26/05/2020	BAH.0008.0013.6057
14	[REDACTED]	26/05/2020	BAH.0008.0013.6562
15	[REDACTED]	26/05/2020	BAH.0008.0013.5628
16	[REDACTED]	27/05/2020	BAH.0008.0013.6932
17	[REDACTED]	27/05/2020	BAH.0008.0013.6923
18	[REDACTED]	27/05/2020	BAH.0008.0013.7275
19	[REDACTED]	01/06/2020	BAH.0008.0014.2287
20	[REDACTED]	05/06/2020	BAH.0008.0014.7485
21	[REDACTED]	07/06/2020	BAH.0008.0014.8294
22	[REDACTED]	07/06/2020	BAH.0008.0014.8285
23	[REDACTED]	07/06/2020	BAH.0008.0014.8317
24	[REDACTED]	15/06/2020	BAH.0008.0015.5586
25	[REDACTED]	19/06/2020	BAH.0008.0016.1984
26	[REDACTED]	19/06/2020	BAH.0008.0016.1350
27	[REDACTED]	27/06/2020	BAH.0008.0016.3594
28	[REDACTED]	27/06/2020	BAH.0008.0016.3596
29	[REDACTED]	29/06/2020	BAH.0008.0016.3604

30		10/07/2020	BAH.0008.0011.0151
31		20/07/2020	BAH.0008.0011.0283
32		25/07/2020	BAH.0008.0011.0415
33		26/07/2020	BAH.0008.0011.0422
34		28/07/2020	BAH.0008.0011.0636
35		28/07/2020	BAH.0008.0011.1766
36		08/08/2020	BAH.0008.0011.1275
37		13/08/2020	BAH.0008.0011.2060
38		19/08/2020	BAH.0008.0011.2241
39		23/08/2020	BAH.0008.0011.2286
40		23/08/2020	BAH.0008.0012.5106
41		24/08/2020	BAH.0008.0011.2376
42		25/08/2020	BAH.0008.0011.2410
43		31/08/2020	BAH.0008.0011.2742
44		31/08/2020	BAH.0008.0011.2745
45		02/09/2020	BAH.0008.0011.3056
46		03/09/2020	BAH.0008.0011.3148
47		04/09/2020	BAH.0008.0011.3181
48		08/09/2020	BAH.0008.0011.3814
49		10/09/2020	BAH.0008.0011.4355
50		13/09/2020	BAH.0008.0011.4371
51		15/09/2020	BAH.0008.0011.4953
52		18/09/2020	BAH.0008.0011.5049
53		18/09/2020	BAH.0008.0011.5017
54		19/09/2020	BAH.0008.0011.5064
55		19/09/2020	BAH.0008.0011.5062
56		22/09/2020	BAH.0008.0011.5363
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58		23/09/2020	BAH.0008.0011.5487
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62		03/10/2020	BAH.0008.0011.6262
63		07/10/2020	BAH.0008.0011.7229
64		07/10/2020	BAH.0008.0011.7193
65		08/10/2020	BAH.0008.0011.7278

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68		28/10/2020	BAH.0008.0011.7714
69		28/10/2020	BAH.0008.0011.7778
70		28/10/2020	BAH.0008.0011.7776
71		29/10/2020	BAH.0008.0011.7905
72		30/10/2020	BAH.0008.0011.7920
73		02/11/2020	BAH.0008.0011.7984
74		04/11/2020	BAH.0008.0011.8144
75		14/11/2020	BAH.0008.0011.8561
76		16/11/2020	BAH.0008.0011.8566
77		17/11/2020	BAH.0008.0011.8678
78		17/11/2020	BAH.0008.0011.8747
79		17/11/2020	BAH.0008.0011.8636
80		18/11/2020	BAH.0008.0011.9129
81		18/11/2020	BAH.0008.0011.8831
82		18/11/2020	BAH.0008.0011.8833
83		23/11/2020	BAH.0008.0011.9457
84		23/11/2020	BAH.0008.0011.9462
85		25/11/2020	BAH.0008.0012.0017
86		25/11/2020	BAH.0008.0012.0014
87		25/11/2020	BAH.0008.0012.0262
88		26/11/2020	BAH.0008.0012.0173
89		27/11/2020	BAH.0008.0012.0183
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91		30/11/2020	BAH.0008.0012.0241
92		02/12/2020	BAH.0008.0012.0267
93		02/12/2020	BAH.0008.0012.0325
94		06/12/2020	BAH.0008.0012.0374
95		07/12/2020	BAH.0008.0012.0386
96		14/12/2020	BAH.0008.0012.0908
97		14/12/2020	BAH.0008.0012.0915
98		15/12/2020	BAH.0008.0012.0932
99		16/12/2020	BAH.0008.0012.1019
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101		17/12/2020	BAH.0008.0012.1204

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106	[REDACTED]	22/12/2020	BAH.0008.0012.1255
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185		03/03/2021	BAH.0008.0012.6302
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189		04/03/2021	BAH.0008.0012.6475
190		04/03/2021	BAH.0008.0012.6751
191		08/03/2021	BAH.0008.0012.6652
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223		07/04/2021	BAH.0008.0012.9198
224		07/04/2021	BAH.0008.0012.9074
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227		12/04/2021	BAH.0008.0013.0695
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259		05/05/2021	BAH.0008.0013.2948
260		05/05/2021	BAH.0008.0013.3101
261		06/05/2021	BAH.0008.0013.3193
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265		10/05/2021	BAH.0008.0013.3341
266		10/05/2021	BAH.0008.0013.3345
267		11/05/2021	BAH.0008.0013.3424
268		14/05/2021	BAH.0008.0013.3888
269		17/05/2021	BAH.0008.0013.4269
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324		19/06/2021	BAH.0008.0014.0934
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335		25/06/2021	BAH.0008.0014.0612
336		28/06/2021	BAH.0008.0014.0714
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339		29/06/2021	BAH.0008.0014.0943
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345		02/07/2021	BAH.0008.0014.1388
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363		16/07/2021	BAH.0008.0014.3504
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367		19/07/2021	BAH.0008.0014.3666
368		20/07/2021	BAH.0008.0014.3761
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373		23/07/2021	BAH.0008.0014.4437
374		23/07/2021	BAH.0008.0014.4565
375		27/07/2021	BAH.0008.0014.5001
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379		29/07/2021	BAH.0008.0014.5452
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391		05/08/2021	BAH.0008.0014.6411
392		05/08/2021	BAH.0008.0014.6306
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429		25/08/2021	BAH.0008.0014.9101
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431		26/08/2021	BAH.0008.0014.9245
432		26/08/2021	BAH.0008.0014.9328
433		27/08/2021	BAH.0008.0014.9393
434		27/08/2021	BAH.0008.0014.9478
435		30/08/2021	BAH.0008.0015.0066
436		30/08/2021	BAH.0008.0015.0093
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239		28/07/2021	BAH.0008.0020.1191
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241		03/08/2021	BAH.0008.0020.2433

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252		19/08/2021	BAH.0008.0020.5470
253		19/08/2021	BAH.0008.0020.5399
254		19/08/2021	BAH.0008.0020.5535
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256		24/08/2021	BAH.0008.0020.6406
257		26/08/2021	BAH.0008.0020.6948
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304		29/10/2021	BAH.0008.0022.2451
305		29/10/2021	BAH.0008.0022.2543
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310		05/11/2021	BAH.0008.0022.3809
311		05/11/2021	BAH.0008.0022.3811
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341	[REDACTED]	20/12/2021	BAH.0008.0001.6494
342	[REDACTED]	11/01/2022	BAH.0008.0026.3705

Part 2

Quote Emails sent by assist@solvemydebtnow.com.au

No.	Consumer Email	Date	Document ID
1	[REDACTED]	30/03/2020	BAH.0008.0017.4188
2	[REDACTED]	01/05/2020	BAH.0008.0017.3520
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4	[REDACTED]	03/05/2020	BAH.0008.0017.4060
5	[REDACTED]	06/05/2020	BAH.0008.0021.1442
6	[REDACTED]	06/05/2020	BAH.0008.0017.5580
7	[REDACTED]	10/05/2020	BAH.0008.0021.0805
8	[REDACTED]	13/05/2020	BAH.0008.0021.0651
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13	[REDACTED]	15/06/2020	BAH.0008.0021.5354
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43		15/10/2020	BAH.0008.0017.2950
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55		23/11/2020	BAH.0008.0017.5345
56		07/12/2020	BAH.0008.0026.0474
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58		08/12/2020	BAH.0008.0017.5862
59		12/12/2020	BAH.0008.0026.0711
60		14/12/2020	BAH.0008.0017.6172
61		14/12/2020	BAH.0008.0026.1149
62		18/12/2020	BAH.0008.0017.6464
63		21/12/2020	BAH.0008.0017.6549
64		21/12/2020	BAH.0008.0017.6528
65		23/12/2020	BAH.0008.0017.6760
66		27/12/2020	BAH.0008.0026.2285
67		27/12/2020	BAH.0008.0026.2269
68		29/12/2020	BAH.0008.0017.6883
69		30/12/2020	BAH.0008.0017.6930
70		31/12/2020	BAH.0008.0017.6994
71		03/01/2021	BAH.0008.0026.2591
72		03/01/2021	BAH.0008.0026.2562
73		03/01/2021	BAH.0008.0017.7103
74		03/01/2021	BAH.0008.0017.7076
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76		04/01/2021	BAH.0008.0026.3340
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78		04/01/2021	BAH.0008.0026.3266
79		04/01/2021	BAH.0008.0017.7162
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81		05/01/2021	BAH.0008.0026.4458
82		05/01/2021	BAH.0008.0026.3205
83		07/01/2021	BAH.0008.0017.7360
84		07/01/2021	BAH.0008.0017.7320
85		07/01/2021	BAH.0008.0026.3304
86		07/01/2021	BAH.0008.0017.7344
87		08/01/2021	BAH.0008.0026.3806
88		10/01/2021	BAH.0008.0026.3832
89		10/01/2021	BAH.0008.0017.7518
90		10/01/2021	BAH.0008.0017.7487
91		11/01/2021	BAH.0008.0017.7587
92		12/01/2021	BAH.0008.0026.4368
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94		13/01/2021	BAH.0008.0017.7819
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98		25/01/2021	BAH.0008.0017.8552
99		24/01/2021	BAH.0008.0017.8479
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103		27/01/2021	BAH.0008.0026.6618
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105		28/01/2021	BAH.0008.0026.7239
106		01/02/2021	BAH.0008.0017.8940
107		01/02/2021	BAH.0008.0017.8898
108		02/02/2021	BAH.0008.0017.8993
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110		07/02/2021	BAH.0008.0026.8838
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122	[REDACTED]	14/04/2021	BAH.0008.0018.6266
123	[REDACTED]	29/04/2021	BAH.0008.0018.7199

Schedule C – Better Than a Debt Consolidation Loan

No.	Name	Date	Document ID
1	[REDACTED]	06/03/2021	BAH.0008.0012.6617
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3	[REDACTED]	15/02/2021	BAH.0008.0012.4666
4	[REDACTED]	19/11/2021	BAH.0008.0025.7944
5	[REDACTED]	11/04/2022	BAH.0008.0023.6063
6	[REDACTED]	24/08/2021	BAH.0008.0014.9133
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8	[REDACTED]	27/03/2021	BAH.0008.0012.8172
9	[REDACTED]	12/04/2022	BAH.0008.0023.5833
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11	[REDACTED]	14/02/2022	BAH.0008.0027.1147
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13	[REDACTED]	02/08/2021	BAH.0008.0020.2318
14	[REDACTED]	07/05/2022	BAH.0008.0025.1966
15	[REDACTED]	04/06/2021	BAH.0008.0019.0800
16	[REDACTED]	30/12/2021	BAH.0008.0026.2454
17	[REDACTED]	11/03/2021	BAH.0008.0012.7018
18	[REDACTED]	21/02/2022	BAH.0008.0027.1748
19	[REDACTED]	19/04/2022	BAH.0008.0023.7538
20	[REDACTED]	24/09/2021	BAH.0008.0021.5406
21	[REDACTED]	06/03/2021	BAH.0008.0012.6607
22	[REDACTED]	15/02/2021	BAH.0008.0012.4672
23	[REDACTED]	02/07/2021	BAH.0008.0014.2432
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25	[REDACTED]	18/05/2022	BAH.0008.0024.7241
26	[REDACTED]	14/09/2021	BAH.0008.0021.2636
27	[REDACTED]	15/02/2021	BAH.0008.0012.4592
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30	[REDACTED]	20/03/2021	BAH.0008.0012.7700
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36	[REDACTED]	15/02/2021	BAH.0008.0012.4874
37	[REDACTED]	21/07/2021	BAH.0008.0019.8085

Schedule D – Job Keeper Mail Out

No.	Name	Date	Document ID
1.	[REDACTED]	15/03/2021	BAH.0008.0012.7242
2.	[REDACTED]	15/03/2021	BAH.0008.0012.7230

Schedule E – Recommendation Mailout

No.	Name	Date	Document ID
1.	[REDACTED]	21 April 2021	BAH.0008.0013.1837
2.	[REDACTED]	21 April 2021	BAH.0008.0013.1841
3.	[REDACTED]	27 April 2021	BAH.0008.0013.2539

Schedule F – Sleepless Nights Mailout

No.	Name	Date	Document ID
1	[REDACTED]	17May 2021	BAH.0008.0019.8573
2	[REDACTED]	17 May 2021	BAH.0008.0013.4020
3	[REDACTED]	17 May 2021	BAH.0008.0013.4134
3	[REDACTED]	17 May 2021	BAH.0008.0018.8851

Schedule G – Loan Trap Mailout

No.	Name	Date	Document ID
1	[REDACTED]	20 August 2021	BAH.0008.0014.8545
2	[REDACTED]	24 August 2021	BAH.0008.0015.1431

Schedule H – Big or Small Loans Mailout

No	Name	Date	Document ID
1	[REDACTED]	16 September 2021	BAH.0008.0015.3549
2	[REDACTED]	16 September 2021	BAH.0008.0015.3526
3	[REDACTED]	16 September 2021	BAH.0008.0015.3756
4	[REDACTED]	16 September 2021	BAH.0008.0015.5006
5	[REDACTED]	16 September 2021	BAH.0008.0015.3510
6	[REDACTED]	19 September 2021	BAH.0008.0015.3485

Schedule I – Masterclass 2 Emails

No.	Customer	Date of email	Document ID
1.	[REDACTED]	16 August 2020	BAH.0008.0011.2101
2.	[REDACTED]	30 August 2020	BAH.0008.0011.2747
3.	[REDACTED]	2 September 2020	BAH.0008.0011.3092
4.	[REDACTED]	24 September 2020	BAH.0008.0011.5704
5.	[REDACTED]	25 September 2020	BAH.0008.0011.5707
6.	[REDACTED]	9 October 2020	BAH.0008.0011.7301
7.	[REDACTED]	15 October 2020	BAH.0008.0011.7483
8.	[REDACTED]	15 October 2020	BAH.0008.0011.7485
9.	[REDACTED]	1 November 2020	BAH.0008.0082.7948
10.	[REDACTED]	2 November 2020	BAH.0008.0011.7959
11.	[REDACTED]	9 November 2020	BAH.0008.0011.8378
12.	[REDACTED]	13 November 2020	BAH.0008.0011.8547
13.	[REDACTED]	16 November 2020	BAH.0008.0011.8661
14.	[REDACTED]	21 November 2020	BAH.0008.0011.9439
15.	[REDACTED]	26 November 2020	BAH.0008.0012.0146
16.	[REDACTED]	21 December 2020	BAH.0008.0012.1277
17.	[REDACTED]	22 December 2020	BAH.0008.0091.7147
18.	[REDACTED]	27 December 2020	BAH.0008.0012.1334
19.	[REDACTED]	29 December 2020	BAH.0008.0012.5175
20.	[REDACTED]	31 December 2020	BAH.0008.0005.8352
21.	[REDACTED]	31 December 2020	BAH.0008.0005.8352
22.	[REDACTED]	1 January 2021	BAH.0008.0012.1395
23.	[REDACTED]	13 January 2021	BAH.0008.0092.0658
24.	[REDACTED]	25 January 2021	BAH.0008.0012.2622
25.	[REDACTED]	28 January 2021	BAH.0008.0012.2891
26.	[REDACTED]	3 February 2021	BAH.0008.0012.3286
27.	[REDACTED]	10 February 2021	BAH.0008.0097.7598
28.	[REDACTED]	11 February 2021	BAH.0008.0012.4300
29.	[REDACTED]	16 February 2021	BAH.0008.0012.4870
30.	[REDACTED]	16 February 2021	BAH.0008.0012.4890
31.	[REDACTED]	22 February 2021	BAH.0008.0012.5175
32.	[REDACTED]	23 February 2021	BAH.0008.0012.5402

No.	Customer	Date of email	Document ID
33.	██████	28 February 2021	BAH.0008.0012.5763
34.	██████████	1 March 2021	BAH.0008.0012.5931
35.	██████████████	2 March 2021	BAH.0008.0012.6148
36.	██████████	4 March 2021	BAH.0008.0012.6514
37.	██████	9 March 2021	BAH.0008.0012.6893
38.	██████████	10 March 2021	BAH.0008.0102.2685
39.	██████	14 March 2021	BAH.0008.0012.7236
40.	██████████	14 March 2021	BAH.0008.0012.7386
41.	██████████	19 March 2021	BAH.0008.0012.7698
42.	██████████	26 March 2021	BAH.0008.0012.8189
43.	██████████	29 March 2021	BAH.0008.0012.8419
44.	██████████	1 April 2021	BAH.0008.0102.2685
45.	██████████████	3 April 2021	BAH.0008.0012.8828
46.	██████████	10 April 2021	BAH.0008.0013.0610
47.	██████████████	15 April 2021	BAH.0008.0013.1121
48.	██████████████████	17 April 2021	BAH.0008.0013.1384
49.	██████████	17 April 2021	BAH.0008.0013.1387
50.	██████	19 April 2021	BAH.0008.0013.1527
51.	██████████	28 April 2021	BAH.0008.0013.2504
52.	██████████	28 April 2021	BAH.0008.0110.5409
53.	██████████	10 May 2021	BAH.0008.0112.6128
54.	██████████	11 May 2021	BAH.0008.0013.3421
55.	██████████████	13 May 2021	BAH.0008.0013.3898
56.	██████████	26 May 2021	BAH.0008.0013.6229
57.	██████████	27 May 2021	BAH.0008.0013.6113
58.	██████████	30 May 2021	BAH.0008.0013.6587
59.	██████████	4 June 2021	BAH.0008.0013.7624
60.	██████████	8 June 2021	BAH.0008.0013.7726
61.	██████████	8 June 2021	BAH.0008.0013.7730
62.	██████████	13 June 2021	BAH.0008.0013.8754
63.	██████████	18 June 2021	BAH.0008.0013.9185
64.	██████████	23 June 2021	BAH.0008.0014.0191
65.	██████████████	12 July 2021	BAH.0008.0014.2790
66.	██████████	19 July 2021	BAH.0008.0014.3806

No.	Customer	Date of email	Document ID
67.	[REDACTED]	19 July 2021	BAH.0008.0128.0734
68.	[REDACTED]	19 July 2021	BAH.0008.0128.1545
69.	[REDACTED]	27 July 2021	BAH.0008.0014.4817
70.	[REDACTED]	28 July 2021	BAH.0008.0014.5442
71.	[REDACTED]	31 July 2021	BAH.0008.0014.5847
72.	[REDACTED]	2 August 2021	BAH.0008.0014.5924
73.	[REDACTED]	13 August 2021	BAH.0008.0014.7667
74.	[REDACTED]	21 August 2021	BAH.0008.0014.8651
75.	[REDACTED]	23 August 2021	BAH.0008.0137.8242
76.	[REDACTED]	27 August 2021	BAH.0008.0014.9440
77.	[REDACTED]	2 September 2021	BAH.0008.0141.3721
78.	[REDACTED]	8 September 2021	BAH.0008.0015.1198
79.	[REDACTED]	11 September 2021	BAH.0008.0015.2219
80.	[REDACTED]	15 September 2021	BAH.0008.0015.2876
81.	[REDACTED]	30 September 2021	BAH.0008.0015.6359
82.	[REDACTED]	9 October 2021	BAH.0008.0015.7157
83.	[REDACTED]	16 October 2021	BAH.0008.0015.8190
84.	[REDACTED]	20 October 2021	BAH.0008.0155.0258
85.	[REDACTED]	23 October 2021	BAH.0008.0156.2504
86.	[REDACTED]	7 November 2021	BAH.0008.0160.0239
87.	[REDACTED]	11 November 2021	BAH.0008.0016.2826
88.	[REDACTED]	14 November 2021	BAH.1035.0005.7709
89.	[REDACTED]	17 November 2021	BAH.1009.0001.0075
90.	[REDACTED]	21 November 2021	BAH.0008.0006.5391
91.	[REDACTED]	11 December 2021	BAH.0008.0007.0673
92.	[REDACTED]	16 December 2021	BAH.0008.0007.1464
93.	[REDACTED]	17 December 2021	BAH.0008.0007.1767
94.	[REDACTED]	17 December 2021	BAH.0008.0007.1767
95.	[REDACTED]	19 December 2021	BAH.0008.0007.1765
96.	[REDACTED]	19 December 2021	BAH.0008.0007.2861
97.	[REDACTED]	26 December 2021	BAH.0008.0007.2481
98.	[REDACTED]	30 December 2021	BAH.0008.0160.0239
99.	[REDACTED]	30 December 2021	BAH.0008.0211.4938
100.	[REDACTED]	30 December 2021	BAH.0008.0211.5003
101.	[REDACTED]	31 December 2021	BAH.0008.0211.5003

No.	Customer	Date of email	Document ID
102.	[REDACTED]	1 January 2022	BAH.0008.0007.2859
103.	[REDACTED]	1 January 2022	BAH.0008.0007.3246
104.	[REDACTED]	5 January 2022	BAH.0008.0007.3469
105.	[REDACTED]	8 January 2022	BAH.0008.0007.3663
106.	[REDACTED]	9 January 2022	BAH.0008.0007.3665
107.	[REDACTED]	9 January 2022	BAH.0008.0007.3735
108.	[REDACTED]	10 January 2022	BAH.0008.0007.3737
109.	[REDACTED]	11 January 2022	BAH.0008.0007.4341
110.	[REDACTED]	15 January 2022	BAH.0008.0007.4831
111.	[REDACTED]	17 January 2022	BAH.0008.0007.5019
112.	[REDACTED]	19 January 2022	BAH.0008.0007.5330
113.	[REDACTED]	21 January 2022	BAH.0008.0007.6460
114.	[REDACTED]	23 January 2022	BAH.0008.0007.6529
115.	[REDACTED]	23 January 2022	BAH.0008.0007.6572
116.	[REDACTED]	28 January 2022	BAH.0008.0007.7600
117.	[REDACTED]	28 January 2022	BAH.0008.0007.7700
118.	[REDACTED]	30 January 2022	BAH.0008.0007.7841
119.	[REDACTED]	1 February 2022	BAH.0008.0211.5634
120.	[REDACTED]	3 February 2022	BAH.0008.0220.8157
121.	[REDACTED]	4 February 2022	BAH.0008.0221.8319
122.	[REDACTED]	6 February 2022	BAH.0008.0222.4449
123.	[REDACTED]	9 February 2022	BAH.0008.0223.8755
124.	[REDACTED]	12 February 2022	BAH.0008.0223.8755
125.	[REDACTED]	12 February 2022	BAH.0008.0224.9350
126.	[REDACTED]	12 February 2022	BAH.0008.0225.0034
127.	[REDACTED]	13 February 2022	BAH.0008.0225.0034
128.	[REDACTED]	17 February 2022	BAH.0008.0226.5542
129.	[REDACTED]	18 February 2022	BAH.0008.0227.3749
130.	[REDACTED]	18 February 2022	BAH.0008.0227.3783
131.	[REDACTED]	20 February 2022	BAH.0008.0227.4466
132.	[REDACTED]	20 February 2022	BAH.0008.0227.4536
133.	[REDACTED]	21 February 2022	BAH.0008.0228.1281
134.	[REDACTED]	3 March 2022	BAH.0008.0228.1281
135.	[REDACTED]	9 March 2022	BAH.0008.0233.5058

No.	Customer	Date of email	Document ID
136.	[REDACTED]	15 March 2022	BAH.0008.0233.5058; BAH.0008.0235.8531
137.	[REDACTED]	20 March 2022	BAH.0008.0242.1578
138.	[REDACTED]	22 March 2022	BAH.0008.0238.7067
139.	[REDACTED]	10 April 2022	BAH.0008.0238.7067
140.	[REDACTED]	11 April 2022	BAH.0008.0246.8878
141.	[REDACTED]	12 April 2022	BAH.0008.0248.0371
142.	[REDACTED]	13 April 2022	BAH.0008.0248.1753
143.	[REDACTED]	13 April 2022	BAH.0008.0248.7416
144.	[REDACTED]	14 April 2022	BAH.0008.0249.0944
145.	[REDACTED]	25 April 2022	BAH.0008.0251.9303
146.	[REDACTED]	26 April 2022	BAH.0008.0252.2113
147.	[REDACTED]	3 May 2022	BAH.0008.0255.4245
148.	[REDACTED]	4 May 2022	BAH.0008.0255.8112
149.	[REDACTED]	4 May 2022	BAH.0008.0255.8112
150.	[REDACTED]	4 May 2022	BAH.0008.0256.0591
151.	[REDACTED]	10 May 2022	BAH.0008.0258.1262
152.	[REDACTED]	11 May 2022	BAH.0008.0259.5008
153.	[REDACTED]	16 May 2022	BAH.0008.0261.4616
154.	[REDACTED]	17 May 2022	BAH.0008.0261.5168
155.	[REDACTED]	18 May 2022	BAH.0008.0264.7205
156.	[REDACTED]	23 May 2022	BAH.0008.0265.3866
157.	[REDACTED]	23 May 2022	BAH.0008.0265.3866
158.	[REDACTED]	24 May 2022	BAH.0008.0265.7476
159.	[REDACTED]	6 June 2022	BAH.0008.0270.8104
160.	[REDACTED]	7 June 2022	BAH.0008.0271.6661
161.	[REDACTED]	7 June 2022	BAH.0008.0271.8918
162.	[REDACTED]	8 June 2022	BAH.0008.0272.6348
163.	[REDACTED]	14 June 2022	BAH.0008.0274.9249
164.	[REDACTED]	15 June 2022	BAH.0008.0275.8888
165.	[REDACTED]	16 June 2022	BAH.0008.0275.8888
166.	[REDACTED]	24 June 2022	BAH.0008.0280.4326
167.	[REDACTED]	26 June 2022	BAH.0008.0280.8360
168.	[REDACTED]	27 June 2022	BAH.0008.0281.1724
169.	[REDACTED]	28 June 2022	BAH.0008.0281.8516

Schedule J – Masterclass 3 Emails

No.	Customer	Date of email	Document ID
1.	[REDACTED]	16 August 2020	BAH.0008.0017.1420
2.	[REDACTED]	23 August 2020	BAH.0008.0259.5008
3.	[REDACTED]	25 September 2020	BAH.0008.0017.2355
4.	[REDACTED]	26 September 2020	BAH.0008.0074.9269
5.	[REDACTED]	10 October 2020	BAH.0008.0017.2863
6.	[REDACTED]	18 October 2020	BAH.0008.0017.3097
7.	[REDACTED]	11 November 2020	BAH.0008.0085.1959
8.	[REDACTED]	23 November 2020	BAH.0008.0017.5269
9.	[REDACTED]	27 November 2020	BAH.0008.0017.5533
10.	[REDACTED]	2 January 2021	BAH.0008.0017.7069
11.	[REDACTED]	18 January 2021	BAH.0008.0017.8171
12.	[REDACTED]	24 January 2021	BAH.0008.0018.1685
13.	[REDACTED]	26 January 2021	BAH.0008.0017.8712
14.	[REDACTED]	8 February 2021	BAH.0008.0018.0296
15.	[REDACTED]	11 February 2021	BAH.0008.0018.0852
16.	[REDACTED]	16 February 2021	BAH.0008.0018.1255
17.	[REDACTED]	5 March 2021	BAH.0008.0018.3609
18.	[REDACTED]	7 March 2021	BAH.0008.0018.2703
19.	[REDACTED]	10 March 2021	BAH.0008.0018.3179
20.	[REDACTED]	19 March 2021	BAH.0010.0001.2032
21.	[REDACTED]	23 March 2021	BAH.0008.0018.4751
22.	[REDACTED]	27 March 2021	BAH.0008.0018.5151
23.	[REDACTED]	11 April 2021	BAH.0008.0018.6132
24.	[REDACTED]	12 April 2021	BAH.0008.0018.6084
25.	[REDACTED]	18 April 2021	BAH.0008.0018.6612
26.	[REDACTED]	24 April 2021	BAH.0008.0018.6963
27.	[REDACTED]	11 May 2021	BAH.0008.0018.8212
28.	[REDACTED]	12 May 2021	BAH.0008.0018.8379
29.	[REDACTED]	15 May 2021	BAH.0008.0018.8484
30.	[REDACTED]	25 May 2021	BAK.0002.0007.0186
31.	[REDACTED]	24 June 2021	BAH.0008.0019.3293
32.	[REDACTED]	29 June 2021	BAH.0008.0122.8146
33.	[REDACTED]	4 July 2021	BAH.0008.0019.5310

No.	Customer	Date of email	Document ID
34.	[REDACTED]	10 July 2021	BAH.0008.0019.6708
35.	[REDACTED]	12 July 2021	BAH.0008.0019.6621
36.	[REDACTED]	13 July 2021	BAH.0008.0019.6791
37.	[REDACTED]	13 July 2021	BAH.0008.0019.6811
38.	[REDACTED]	15 July 2021	BAH.0008.0127.3857
39.	[REDACTED]	15 August 2021	BAH.0008.0020.4950
40.	[REDACTED]	23 August 2021	BAH.0008.0020.5680
41.	[REDACTED]	3 September 2021	BAH.0008.0020.8197
42.	[REDACTED]	13 September 2021	BAH.0008.0021.2757
43.	[REDACTED]	22 September 2021	BAH.0008.0015.4569
44.	[REDACTED]	18 October 2021	BAH.0008.0015.8854
45.	[REDACTED]	24 October 2021	BAH.0008.0022.1037
46.	[REDACTED]	12 November 2021	BAH.0008.0022.5685
47.	[REDACTED]	13 November 2021	BAH.0008.0022.5717
48.	[REDACTED]	21 November 2021	BAH.0008.0127.3857
49.	[REDACTED]	21 November 2021	BAH.0008.0203.2287
50.	[REDACTED]	29 November 2021	BAH.0008.0203.7033
51.	[REDACTED]	4 December 2021	BAH.0008.0203.7033
52.	[REDACTED]	12 December 2021	BAH.0008.0207.2374
53.	[REDACTED]	26 December 2021	BAH.0008.0207.2374
54.	[REDACTED]	31 December 2021	BAH.0008.0211.5636
55.	[REDACTED]	2 January 2022	BAH.0008.0211.5862
56.	[REDACTED]	10 January 2022	BAH.0008.0211.5862
57.	[REDACTED]	10 January 2022	BAH.0008.0007.3927
58.	[REDACTED]	15 January 2022	BAH.0008.0026.4558 at .4560
59.	[REDACTED]	18 January 2022	BAH.0008.0213.0524
60.	[REDACTED]	20 January 2022	BAH.0008.0216.0123
61.	[REDACTED]	27 January 2022	BAH.0008.0216.6471
62.	[REDACTED]	29 January 2022	BAH.0008.0219.4963
63.	[REDACTED]	31 January 2022	BAH.0008.0007.9205
64.	[REDACTED]	31 January 2022	BAH.0008.0026.7726 at .7729
65.	[REDACTED]	6 February 2022	BAH.0008.0222.4629
66.	[REDACTED]	15 February 2022	BAH.0008.0222.4629
67.	[REDACTED]	18 February 2022	BAH.0008.0227.2839

No.	Customer	Date of email	Document ID
68.	[REDACTED]	21 February 2022	BAH.0008.0227.5676
69.	[REDACTED]	23 February 2022	BAH.0008.0228.8787
70.	[REDACTED]	24 February 2022	BAH.0008.0229.7506
71.	[REDACTED]	26 February 2022	BAH.0008.0230.2356
72.	[REDACTED]	28 February 2022	BAH.0008.0230.6453
73.	[REDACTED]	04 March 2022	BAH.0008.0232.4489
74.	[REDACTED]	05 March 2022	BAH.0008.0232.4489
75.	[REDACTED]	10 April 2022	BAH.0008.0246.8894
76.	[REDACTED]	11 April 2022	BAH.0008.0249.3952
77.	[REDACTED]	13 April 2022	BAH.0008.0248.3114
78.	[REDACTED]	23 April 2022	BAH.0008.0251.8309
79.	[REDACTED]	26 April 2022	BAH.0008.0252.5204
80.	[REDACTED]	26 April 2022	BAH.0008.0252.5204
81.	[REDACTED]	04 May 2022	BAH.0008.0252.2212
82.	[REDACTED]	06 May 2022	BAH.0008.0256.0040
83.	[REDACTED]	16 May 2022	BAH.0008.0257.1163
84.	[REDACTED]	22 May 2022	BAH.0008.0264.7901
85.	[REDACTED]	27 May 2022	BAH.0008.0264.7901
86.	[REDACTED]	27 May 2022	BAH.0008.0267.3027
87.	[REDACTED]	30 May 2022	BAH.0008.0267.3027
88.	[REDACTED]	01 June 2022	BAH.0008.0267.6890
89.	[REDACTED]	07 June 2022	BAH.0008.0271.6448
90.	[REDACTED]	07 June 2022	BAH.0008.0271.3782
91.	[REDACTED]	08 June 2022	BAH.0008.0272.6036
92.	[REDACTED]	13 June 2022	BAH.0008.0276.0633
93.	[REDACTED]	16 June 2022	BAH.0008.0276.0633
94.	[REDACTED]	25 June 2022	BAH.0008.0281.1790
95.	[REDACTED]	27 June 2022	BAH.0008.0281.7483
96.	[REDACTED]	28 June 2022	BAH.0008.0225.4873